

## PROJECT MINUTES

Project:	New Bourne Intermediate School	Project No.:	15041
Prepared by:	Joel Seeley	Meeting Date:	4/18/19
Re:	School Building Committee Meeting	Meeting No:	68
Location:	Veterans Memorial Community Center	Time:	6:30pm
Distribution:	School Building Committee Members, Attendees (MF)		

## Attendees:

PRESENT	NAME	AFFILIATION	VOTING MEMBER
	James L. Potter	Chairman, School Building Committee	<b>Voting Member</b>
	Peter J. Meier	Board of Selectmen	<b>Voting Member</b>
✓	Christopher Hyldburg	School Committee	<b>Voting Member</b>
	Natasha Scarpato	Member at Large	<b>Voting Member</b>
✓	Donna Buckley	Member at Large	<b>Voting Member</b>
✓	Richard A. Lavoie	Finance Committee	<b>Voting Member</b>
✓	William Meier	Building Trade Expert	<b>Voting Member</b>
✓	Erika Fitzpatrick	School Committee	<b>Voting Member</b>
✓	Frederick H. Howe	Member at Large, Vice-Chairman School Building Committee	<b>Voting Member</b>
	Steven M. Lamarche	Superintendent of Schools, BPS	<b>Voting Member</b>
	Jordan Geist	Director of Business Services, BPS	Non-Voting Member
	Thomas M. Guerino	Town Administrator	Non-Voting Member
✓	Paul O'Keefe	Local Official Responsible for Building Maintenance	Non-Voting Member
✓	Elizabeth A. Carpenito	Principal, BES	Non-Voting Member
✓	Kathy Anderson	Elementary/Special Education Secretary	Non-Voting Member
	Janey Norton	Principal, PES	
	Kent Kovacs	FAI, Architect	
	Bill Beatrice	FAI, Architect	
✓	Jay Williams	FAI, Architect	
	Robert Brait	Brait Builders (BBC) General Contractor	
✓	Joel Seeley	SMMA, OPM	

Item #	Action	Discussion
68.1	Record	Call to Order, 6:30 PM.
68.2	Record	A motion was made by C. Hyldburg and seconded by R. Lavoie to approve the 3/7/19 School Building Committee meeting minutes. No discussion, motion passed unanimous.
68.3	Record	J. Seeley distributed and reviewed the Budget Tracking Form thru 3/31/19, attached, for the Total Project Budget.
68.4	Record	<p>Warrant No. 42 was reviewed.</p> <p>Committee Discussion:</p> <ol style="list-style-type: none"> <li>F. Howe asked what is the balance on BBC's contract? <i>J. Williams indicated the balance is \$4,954,229 including retainage.</i></li> </ol> <p>A motion was made by R. Lavoie and seconded by C. Hyldburg to approve Warrant No. 42. No discussion, motion passed unanimous.</p>
68.5	Record	<p>J. Seeley reviewed Designer Amendment No. 15, dated 4/18/19 for Construction Phase Hazardous Materials Monitoring Services in the amount of \$80,767.50, to be funded out of Hazardous Materials ProPay Budget 0204-0200 which has a balance of \$100,000, attached.</p> <p>Committee Discussion:</p> <ol style="list-style-type: none"> <li>R. Lavoie asked if there are other expenses associated with this consultancy? <i>J. Seeley indicated no.</i></li> <li>C. Hyldburg if this cost would be exceeded? <i>J. Seeley indicated schedule slip could impact the cost, but that is not likely as the abatement needs to occur prior to demolishing the building. P. O'Keefe indicated the condition of the soils around the abandoned underground oil tank could also impact the cost.</i></li> <li>R. Lavoie asked if the firm has the required licenses? <i>J. Williams indicated yes.</i></li> </ol> <p>A motion was made by C. Hyldburg and seconded by E. Fitzpatrick to approve Designer Amendment No. 15, dated 4/18/19 and recommend signature by T. Guerino. No discussion, motion passed unanimous.</p>
68.6	Record	<p>J. Seeley distributed and reviewed the PO for an additional 48 Chromebooks that were inadvertently not included in the Technology Working Group Award Recommendation at the 2/21/19 SBC meeting, in the amount of \$19,882.56, attached.</p> <p>Committee Discussion:</p> <ol style="list-style-type: none"> <li>E. Carpenito indicated that the HubTech proposal should be corrected to not list Noreen Baranowski. <i>J. Seeley will follow up with D. Faria to correct.</i></li> <li>K. Anderson asked if this will now cover all the classrooms?</li> </ol>

Item #	Action	Discussion
		<p><i>J. Williams indicated yes.</i></p> <p>3. P. O’Keefe asked if there will be enough charging boxes? <i>J. Williams indicated yes.</i></p> <p>A motion was made by R. Lavoie and seconded by C. Hyldburg to approve the additional Technology Award and recommend PO execution by T. Guerino. No discussion, motion passed unanimous.</p>
68.7	Record	<p>J. Williams distributed and reviewed Change Order No. 11, dated 4/15/19 in the amount of \$11,597.32, Change Order Description Form and Change Order Contingency Summary Form, all attached.</p> <p>A motion was made by C. Hyldburg and seconded by R. Lavoie to approve Change Order No. 11, dated 4/15/19 in the amount of a credit of \$11,597.32 and recommend signature by T. Guerino. No discussion, motion passed unanimous.</p>
68.8	J. Seeley J. Williams	<p>J. Williams provided an update on the construction. Punch listing has commenced in the administration wing and will commence next week in the Gymnasium/Cafeteria wing. Testing and balancing is underway and the fire alarm testing is underway. BBC has indicated Phase I will be substantially complete by the end of April.</p> <p>Committee Discussion:</p> <ol style="list-style-type: none"> <li>1. C. Hyldburg asked J. Seeley to contact T. Guerino to coordinate the property insurance turnover.</li> <li>2. C. Hyldburg asked J. Seeley to contact Chief Woodside to coordinate potential Police Department training opportunities in the vacated Peebles School.</li> <li>3. C. Hyldburg asked J. Seeley and J. Williams to write a brief memo for T. Guerino and the Police and Fire Departments describing the conditions of the Phase I turnover.</li> <li>4. R. Lavoie asked if the Bourne Commission on Disabilities will tour the school before issuing the substantial completion certificate? <i>J. Seeley indicated the tour will be scheduled after the elevator has been approved by the State elevator inspector.</i></li> </ol>
68.9	Record	<p>J. Williams distributed and reviewed the Time Capsule Plaque, attached.</p> <p>A motion was made by C. Hyldburg and seconded by W. Meier to approve the Time Capsule Plaque. No discussion, motion passed unanimous.</p>
68.10	J. Seeley	<p>J. Seeley distributed and reviewed the Extended Window Warranty Letter from BBC, attached.</p> <p>Committee Discussion:</p> <ol style="list-style-type: none"> <li>1. E. Fitzpatrick requested that the letter be dated, “New” be deleted from the school name and “and” be changed to “any”. <i>J. Seeley to follow-up with BBC to correct.</i></li> </ol>

Item #	Action	Discussion
68.11	J. Seeley	<p>J. Williams distributed and reviewed COR 64 for Purple Tennis Court Surfacing, in the amount of \$2,891.70, attached.</p> <p>Committee Discussion:</p> <ol style="list-style-type: none"><li>1. E. Fitzpatrick indicated she would like to speak with the school administration and staff on the need for this change before taking action.</li><li>2. D. Buckley indicated paying additional for a color does not feel in the best interest of the taxpayers.</li><li>3. P. O’Keefe indicated there would also be an increased cost when the court is resurfaced compared to the green color.</li></ol> <p>J. Seeley to include COR 64 in the next Committee meeting agenda to allow committee members to review the need.</p>
68.12	Record	<p>J. Seeley distributed and reviewed a listing of prices and options for extended Warranties and Preventative Maintenance Services contracts for the HVAC equipment. P. O’Keefe provided the recommendation from the Construction Working Group:</p> <ol style="list-style-type: none"><li>1. Purchase 1-year extended Warranty on the boilers for \$2,260.</li></ol> <p>A motion was made by C. Hyldburg and seconded by W. Meier to approve the 1-year extended Warranty on the boilers for \$2,260 for inclusion in the next Change Order. No discussion, motion passed unanimous.</p>
68.13	Record	<p>J. Seeley provided an overview of the Phase II work scope and completion date.</p> <p>Committee Discussion:</p> <ol style="list-style-type: none"><li>1. R. Lavoie asked if the existing Peebles building will be demolished prior to school commencement? <i>J. Seeley indicated BBC is planning to have the demolition complete prior to school commencement, but it may continue past that date.</i></li></ol>
68.14	Record	<p>J. Williams distributed and reviewed the Plan for Memorial Items, attached.</p>
68.15	J. Seeley	<p>The tentative date for a tour of the project is scheduled for 5:00pm on May 2, 2019 to coincide with the anticipated substantial completion date, followed by a Committee meeting at 6:30pm.</p> <p>J. Seeley to confirm the date as the date of substantial completion becomes more certain.</p>
68.16	Record	<p>J. Seeley distributed and reviewed the MSBA Change Order Review, for change orders 5-9, attached.</p>
68.17	Record	<p>New or Old Business</p> <ol style="list-style-type: none"><li>1. J. Seeley distributed and reviewed the executed MassSave Kitchen Equipment Rebate Form, attached. The rebate has been processed for \$3,000, which the District should receive in the next few weeks.</li></ol>

Project: New Bourne Intermediate School

Meeting Date: 4/18/19

Meeting No.: 68

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Item #	Action	Discussion
68.18	J. Seeley	<b>Tentative Project Tour: May 2, 2019 at 5:00 pm</b> followed by <b>SBC Meeting at 6:30 pm</b> at the Veterans Memorial Community Center.  J. Seeley to confirm the date as the date of substantial completion becomes more certain.
68.19	Record	Next <b>SBC Meeting: May 16, 2019 at 6:30 pm</b> at the Veterans Memorial Community Center.
68.20	Record	A Motion was made by C. Hyldburg and seconded by E. Fitzpatrick to adjourn the meeting. No discussion, motion passed unanimous.

Attachments: Agenda, Budget Tracking Form, Designer Amendment No. 15, PO for an additional 48 Chromebooks, Change Order No 11, Change Order Description Form and Change Order Contingency Summary Form, Time Capsule Plaque, Extended Window Warranty Letter Draft Building Plaque, COR 64 for Purple Tennis Court Surfacing, HVAC Equipment Extended Warranty and Service Pricing, Plan for Memorial Items, MSBA Change Order Review, MassSave Kitchen Equipment Rebate Form


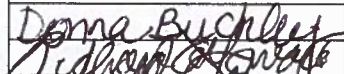
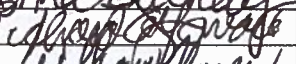
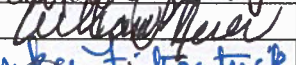
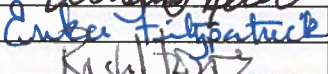

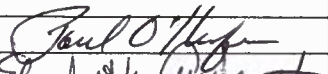
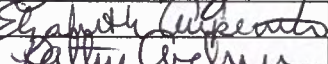
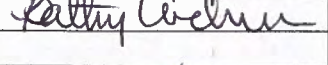

The information herein reflects the understanding reached. Please contact the author if you have any questions or are not in agreement with these Project Minutes

# PROJECT MEETING SIGN-IN SHEET

Project: Bourne Intermediate School  
 Prepared by: Joel Seeley  
 Re: School Building Committee Meeting  
 Location: Veterans Memorial Community Center

Project No.: 15041  
 Meeting Date: 4/18/2019  
 Meeting No: 68  
 Time: 6:30pm

Distribution: Attendees, (MF)

SIGNATURE	ATTENDEES	EMAIL	AFFILIATION
	James L. Potter	<a href="mailto:onsetjp@juno.com">onsetjp@juno.com</a>	Chairman, School Building Committee
	Peter J. Meier	<a href="mailto:pmeier@townofbourne.com">pmeier@townofbourne.com</a>	Board of Selectmen
	Christopher Hyldborg	<a href="mailto:chrish@alpha-1.com">chrish@alpha-1.com</a>	School Committee
	Natasha Scarpato	<a href="mailto:scarpato4@comcast.net">scarpato4@comcast.net</a>	Member-At-Large
	Donna Buckley	<a href="mailto:d.j.buckley23@gmail.com">d.j.buckley23@gmail.com</a>	Member-At-Large
	Richard A. Lavoie	<a href="mailto:Richl.Lavoie@gmail.com">Richl.Lavoie@gmail.com</a>	Finance Committee
	William Meier	<a href="mailto:Dusty22752@aol.com">Dusty22752@aol.com</a>	Building Trade Expert
	Erika Fitzpatrick	<a href="mailto:efitzpatrick@bourneps.org">efitzpatrick@bourneps.org</a>	School Committee
	Frederick H. Howe	<a href="mailto:rickhowe9@gmail.com">rickhowe9@gmail.com</a>	Member-At-Large
	Steven M. Lamarche	<a href="mailto:slamarche@bourneps.org">slamarche@bourneps.org</a>	Superintendent of Schools, BPS, MCPPO
	Jordan Geist	<a href="mailto:jgeist@bourneps.org">jgeist@bourneps.org</a>	Director of Business Services, BPS
	Thomas M. Guerino	<a href="mailto:tguerino@townofbourne.com">tguerino@townofbourne.com</a>	Town Administrator
	Paul O'Keefe	<a href="mailto:mmachief@gmail.com">mmachief@gmail.com</a>	Local Official Resp. for Building Maintenance
	Elizabeth A. Carpenito	<a href="mailto:ecarpenito@bourneps.org">ecarpenito@bourneps.org</a>	Principal, BES
	Kathy Anderson	<a href="mailto:kanderson@bourneps.org">kanderson@bourneps.org</a>	Elementary/Special Education Secretary
	Janey Norton	<a href="mailto:jnorton@bourneps.org">jnorton@bourneps.org</a>	Principal, PES
✓	Jay Williams	<a href="mailto:jwilliams@flansburgh.com">jwilliams@flansburgh.com</a>	Flansburgh Architects (FAI)
	Bill Beatrice	<a href="mailto:bbeatrice@flansburgh.com">bbeatrice@flansburgh.com</a>	Flansburgh Architects (FAI)
	Robert Brait	<a href="mailto:rbrait@braitbuilders.com">rbrait@braitbuilders.com</a>	Brait Builders Corporation (BBC)
	Joel Seeley	<a href="mailto:jseeley@smma.com">jseeley@smma.com</a>	SMMA

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## Agenda

Project:	Bourne Intermediate School	Project No.:	15041
Re:	School Building Committee Meeting	Meeting Date:	4/18/2019
Meeting Location:	Veterans Memorial Community Center	Meeting Time:	6:30 PM
Prepared by:	Joel Seeley	Meeting No.:	69
Distribution:	Committee Members (MF)		

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1. Call to Order
2. Approval of Minutes
3. Approval of Invoices and Commitments
4. Change Order No. 11
5. Additional Technology Procurement
6. Construction Update
  - Time Capsule Plaque
  - Extended Window Warranty
  - COR-64: Tennis Court Color
  - HVAC Extended Warranty
  - Accessibility Tour
  - Phase II Completion
  - Memorial Items
7. SBC School Tour
8. New or Old Business
9. Public Comments
10. Next Meeting: May 16, 2019
11. Adjourn



Symmes Maini & McKee Associates, Inc. (SMMA) Bourne School District Bourne Peebles Elementary School BUDGET SUMMARY			Original PS&B Budget 11/2/2016	Budget Revisions	Current Budget	Contract Amount	Expended	(B - C) Remaining Contract Amount	Additional Projected Amount	(A - B - E) Budget Balance
BUDGET TRACKING FORM as of: 3/31/2019										
Propay code #	Name		A	B	C	D	E			
	<b>Feasibility Study Agreement</b>									
1	0001-0000	<a href="#">OPM Feasibility Study</a>	125,000.00		125,000.00	117,100.00	117,100.00	-	-	7,900.00
2	0002-0000	<a href="#">A&amp;E Feasibility Study</a>	365,000.00	19,125.00	384,125.00	384,125.00	374,875.00	9,250.00	-	-
3	0003-0000	<a href="#">Environmental and Site</a>	140,000.00		140,000.00	77,803.00	75,053.00	2,750.00	-	62,197.00
4	0004-0000	<a href="#">Other</a>	120,000.00	(19,125.00)	100,875.00	10,672.13	672.13	10,000.00	-	90,202.87
	<b>Feasibility Study Agreement Subtotal</b>		<b>\$ 750,000.00</b>	<b>\$ -</b>	<b>\$ 750,000.00</b>	<b>\$ 589,700.13</b>	<b>\$ 567,700.13</b>	<b>\$ 22,000.00</b>	<b>\$ -</b>	<b>\$ 160,299.87</b>
	<b>Administration</b>									
6	0101-0000	<a href="#">Legal Fees</a>	50,000.00		50,000.00	-	-	-	-	50,000.00
	<b>Owner's Project Manager</b>									
7	0102-0400	<a href="#">&gt; Design Development</a>	50,000.00		50,000.00	50,000.00	50,000.00	-	-	-
8	0102-0500	<a href="#">&gt; Construction Contract Documents</a>	90,000.00		90,000.00	90,000.00	90,000.00	-	-	-
9	0102-0600	<a href="#">&gt; Bidding</a>	50,000.00		50,000.00	50,000.00	50,000.00	-	-	-
10	0102-0700	<a href="#">&gt; Construction Contract Administration</a>	800,000.00		800,000.00	800,000.00	448,000.00	352,000.00	-	-
11	0102-0800	<a href="#">&gt; Closeout</a>	54,863.00		54,863.00	54,863.00	-	54,863.00	-	-
12	0102-0900	<a href="#">&gt; Extra Services</a>	40,000.00		40,000.00	-	-	-	-	40,000.00
13	0102-1000	<a href="#">&gt; Reimbursable &amp; Other Services</a>	15,000.00		15,000.00	3,190.00	3,190.00	-	-	11,810.00
14	0102-1100	<a href="#">&gt; Cost Estimates</a>	50,000.00		50,000.00	41,745.00	41,745.00	-	-	8,255.00
15	0103-0000	<a href="#">Advertising</a>	5,000.00		5,000.00	1,043.04	1,043.04	-	-	3,956.96
16	0104-0000	<a href="#">Permitting</a>	50,000.00		50,000.00	165.00	165.00	-	-	49,835.00
17	0105-0000	<a href="#">Owner's Insurance</a>	20,000.00		20,000.00	-	-	-	-	20,000.00
18	0199-0000	<a href="#">Other Administrative Costs</a>	20,000.00		20,000.00	8,800.00	6,013.37	2,786.63	-	11,200.00
	<b>Administration Subtotal</b>		<b>\$ 1,294,863.00</b>	<b>\$ -</b>	<b>\$ 1,294,863.00</b>	<b>\$ 1,099,806.04</b>	<b>\$ 690,156.41</b>	<b>\$ 409,649.63</b>	<b>\$ -</b>	<b>\$ 195,056.96</b>
	<b>Architecture and Engineering</b>									
	<b>Basic Services</b>									
21	0201-0400	<a href="#">&gt; Design Development</a>	530,000.00		530,000.00	530,000.00	530,000.00	-	-	-
22	0201-0500	<a href="#">&gt; Construction Contract Documents</a>	1,060,000.00		1,060,000.00	1,060,000.00	1,060,000.00	-	-	-
23	0201-0600	<a href="#">&gt; Bidding</a>	130,000.00		130,000.00	130,000.00	130,000.00	-	-	-
24	0201-0700	<a href="#">&gt; Construction Contract Administration</a>	874,000.00		874,000.00	874,000.00	545,725.60	328,274.40	-	-
25	0201-0800	<a href="#">&gt; Closeout</a>	132,037.00		132,037.00	132,037.00	-	132,037.00	-	-
26	0201-9900	<a href="#">&gt; Other Basic Services</a>	-		-	-	-	-	-	-
27		<b>BASIC SERVICES SUBTOTAL</b>	<b>\$ 2,726,037.00</b>	<b>\$ -</b>	<b>\$ 2,726,037.00</b>	<b>\$ 2,726,037.00</b>	<b>\$ 2,265,725.60</b>	<b>\$ 460,311.40</b>	<b>\$ -</b>	<b>\$ -</b>
	<b>Reimbursable Services</b>									
28	0203-0100	<a href="#">&gt; Construction Testing</a>	40,000.00		40,000.00	-	-	-	-	40,000.00
29	0203-0200	<a href="#">&gt; Printing (over minimum)</a>	20,000.00		20,000.00	-	-	-	-	20,000.00
30	0203-9900	<a href="#">&gt; Other Reimbursable Costs</a>	100,000.00		100,000.00	6,047.00	5,647.40	399.60	-	93,953.00
31	0204-0200	<a href="#">&gt; Hazardous Materials</a>	100,000.00		100,000.00	80,767.50	-	80,767.50	-	19,232.50
32	0204-0300	<a href="#">&gt; Geotech &amp; Geo-Env.</a>	80,000.00		80,000.00	20,955.00	5,082.00	15,873.00	-	59,045.00
33	0204-0400	<a href="#">&gt; Site Survey</a>	60,000.00		60,000.00	19,580.00	19,580.00	-	-	40,420.00
34	0204-0500	<a href="#">&gt; Wetlands</a>	5,000.00		5,000.00	-	-	-	-	5,000.00
35	0204-1200	<a href="#">&gt; Traffic Studies</a>	40,000.00		40,000.00	-	-	-	-	40,000.00
	<b>Architectural and Engineering Subtotal</b>		<b>\$ 3,171,037.00</b>	<b>\$ -</b>	<b>\$ 3,171,037.00</b>	<b>\$ 2,853,386.50</b>	<b>\$ 2,296,035.00</b>	<b>\$ 557,351.50</b>	<b>\$ -</b>	<b>\$ 317,650.50</b>



Symmes Maini & McKee Associates, Inc. (SMMA) Bourne School District Bourne Peebles Elementary School BUDGET SUMMARY			Original PS&B Budget 11/2/2016	Budget Revisions	Current Budget	Contract Amount	Expended	(B - C) Remaining Contract Amount	Additional Projected Amount	(A - B - E) Budget Balance
BUDGET TRACKING FORM as of: 3/31/2019										
CM @ Risk Preconstruction Services										
	0502-0001	<b>Construction Budget</b>	\$ 30,910,366.00	\$ (2,920,366.00)	\$ 27,990,000.00	\$ 28,205,360.20	\$ 23,744,113.50	\$ 4,461,246.70	\$ -	\$ (215,360.20)
89	CSI Code	CSI Description								
89	0502-0100	Division 1 - General Requirements			1,812,505.00	1,812,505.00	1,459,095.50	353,409.50	-	-
89	0502-0200	Division 2 - Existing Conditions			636,500.00	636,500.00	-	636,500.00	-	-
89	0502-0300	Division 3 - Concrete			1,856,811.10	1,856,811.10	1,721,911.10	134,900.00	-	-
89	0502-0400	Division 4 - Masonry			1,826,850.00	1,826,850.00	1,826,850.00	-	-	-
89	0502-0500	Division 5 - Metals			2,455,284.50	2,455,284.50	2,296,845.16	158,439.34	-	-
89	0502-0600	Division 6 - Wood, Plastics and Composites			456,000.00	456,000.00	270,272.59	185,727.41	-	-
89	0502-0700	Division 7 - Thermal & Moisture Protection			2,238,010.00	2,238,010.00	2,066,817.46	171,192.54	-	-
89	0502-0800	Division 8 - Openings			1,120,135.50	1,120,135.50	1,099,762.32	20,373.18	-	-
89	0502-0900	Division 9 - Finishes			2,818,590.15	2,818,590.15	2,693,201.46	125,388.70	-	-
89	0502-1000	Division 10 - Specialties			276,640.00	276,640.00	184,428.96	92,211.04	-	-
89	0502-1100	Division 11 - Equipment			498,750.00	498,750.00	321,974.00	176,776.00	-	-
89	0502-1200	Division 12 - Furnishings			410,400.00	410,400.00	254,157.11	156,242.89	-	-
89	0502-1400	Division 14 - Conveying Systems			113,050.00	113,050.00	106,832.25	6,217.75	-	-
89	0502-2100	Division 21 - Fire Suppression			328,818.75	328,818.75	336,893.75	(8,075.00)	-	-
89	0502-2200	Division 22 - Plumbing			981,350.00	981,350.00	963,585.00	17,765.00	-	-
89	0502-2300	Division 23 - HVAC			2,730,300.00	2,730,300.00	2,632,760.37	97,539.64	-	-
89	0502-2600	Division 26 - Electrical			2,475,605.00	2,475,605.00	2,234,898.75	240,706.25	-	-
89	0502-3100	Division 31 - Earthwork			2,373,404.00	2,373,404.00	1,196,628.55	1,176,775.45	-	-
89	0502-3200	Division 32 - Exterior Improvements			419,900.00	419,900.00	140,761.50	279,138.50	-	-
89	0502-3300	Division 33 - Utilities			761,596.00	761,596.00	552,976.00	208,620.00	-	-
89	0502-9900	Retainage			1,399,500.00	1,399,500.00	1,187,133.79	212,366.21	-	-
89	0508-0000	Change Orders		\$ 215,360.20	215,360.20	215,360.20	196,327.88	19,032.32	-	226,730.93
89		<b>Construction Budget Subtotal</b>	\$ 30,910,366.00	\$ (2,705,005.80)	\$ 28,205,360.20	\$ 28,205,360.20	\$ 23,744,113.50	\$ 4,461,246.70	\$ -	\$ 11,370.73
		<b>Alternates</b>								
90	0506-0000	Ineligible Work (Maint Bldg, Press Box, Concession and Restroom	-		-	-	-	-	-	-
90	0506-0000	Retainage for Alternates/Ineligible Work			-	-	-	-		
		<b>Alternates Subtotal</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	0600-0000	<b>Miscellaneous Project Costs</b>								
94	0601-0000	Utility Company Fees	84,000.00		84,000.00	15,419.75	15,419.75	-	-	68,580.25
95	0602-0000	Testing Services	100,000.00		100,000.00	99,000.00	76,058.57	22,941.43	-	1,000.00
96	0603-0000	Swing Space / Modulars	-		-	-	-	-	-	-
97	0699-0000	Other Project Costs (Mailing & Moving)	40,000.00		40,000.00	32,278.00	-	32,278.00	-	7,722.00
	0600-0000	<b>Miscellaneous Project Costs Subtotal</b>	\$ 224,000.00	\$ -	\$ 224,000.00	\$ 146,697.75	\$ 91,478.32	\$ 55,219.43	\$ -	\$ 77,302.25
	0700-0000	<b>Furnishings and Equipment</b>								
99	0701-0000	Furnishings	690,000.00		690,000.00	617,716.28	-	617,716.28	-	72,283.72
	0702-0000	Equipment								
101	0703-0000	Computer Equipment	690,000.00		690,000.00	676,685.76	-	676,685.76	-	13,314.24
		<b>Furnishings and Equipment Subtotal</b>	\$ 1,380,000.00	\$ -	\$ 1,380,000.00	\$ 1,294,402.04	\$ -	\$ 1,294,402.04	\$ -	\$ 85,597.96
103	0507-0000	Owner's Construction Contingency	1,545,518.00	2,705,005.80	4,250,523.80	-	-	-	-	4,250,523.80
104	0801-0000	Owners' (soft cost) Contingency	643,257.00		643,257.00	-	-	-	-	643,257.00
		<b>Contingency Subtotal</b>	\$ 2,188,775.00	\$ 2,705,005.80	\$ 4,893,780.80	\$ -	\$ -	\$ -	\$ -	\$ 4,893,780.80
		<b>Total Project Budget</b>	\$ 39,919,041.00	\$ -	\$ 39,919,041.00	\$ 34,189,352.66	\$ 27,389,483.36	\$ 6,799,869.30	\$ -	\$ 5,741,059.07

12"X18" CAST BRONZE PLAQUE  
SINGLE LINE BEVEL EDGE BORDER  
CONCEALED STUD FASTENERS

18"

**BOURNE INTERMEDIATE  
SCHOOL**

**TIME CAPSULE**

**2019**

Enclosed within this bench is a  
time capsule to be opened in 2049

12"

**CASSANDRA SIGN**

77 AMESBURY ROAD KENSINGTON, NH 03833  
978-500-3568

PROJECT TITLE:

peebles elem

SIGN TYPE

SCALE:

DATE:

REV. TO DRWG. NO.:



# BRAIT BUILDERS CORPORATION

## WINDOW INSTALLATION WARRANTY

Brait Builders Corp. guarantees to the Town of Bourne, that it will be responsible for the installation workmanship of the Aluminum Windows with respect to leakage, at the New Bourne Intermediate School, and Brait will remedy and defects due the installation of the Windows, including but not limited to all sealants and Air-Vapor Barrier, for a period of (3) years from the date of Substantial Completion. The scope of this warranty is for the work in the Contract Documents.

Brait Builders Corp.

A handwritten signature in blue ink that reads "Robert Brait". The signature is written in a cursive style and is positioned above a horizontal line.

Robert Brait, Project Executive

*Change Request*

**To:** Jay Williams  
Flansburgh Architects  
77 N. Washington Street  
Boston, MA 02114-1910  
Ph: (617) 367-3970

**Number:** 64  
**Date:** 3/29/19  
**Job:** PES-2017 Peebles ES  
**Phone:**

**Description:** COR#64 PR#33 Premium Tennis Court Color

The town requested "Pro Purple" coloring for the Inbound Area of the tennis courts at the 3/27 OAC meeting.

Work performed by subcontractors:

Description	Subcontractor	Price
Tennis & Basketball Court Pavi	Cape & Island Tennis & Track	\$2,700.00
	<b>Subtotal:</b>	\$2,700.00
	<b>Subtotal:</b>	<b>\$2,700.00</b>
	OH&P	\$2,700.00 5.00% \$135.00
	BOND	\$2,835.00 2.00% \$56.70
	<b>Total:</b>	<b>\$2,891.70</b>

If you have any questions, please contact me at (781)837-6400.

Submitted by: Robert A Brait  
Brait Builders Corp.

Approved by: \_\_\_\_\_  
Date: \_\_\_\_\_





28 Commerce Park Rd PO Box 1100 Pocasset, MA 02559

(508) 759-5636 FAX (508) 563-7915

April 1, 19

**Attn: Estimating**

**Project: Peebles Elementary School – Bourne MA**

Cape and Island Tennis & Track is offering the following quote

1. Change inbound tennis area to Pro Purple

Price: \$2,700.00

Note: We have seen widespread surface stripping and spider cracking in new asphalt over the last few years. This is being caused by poor quality mix and not by tennis coatings. Cape and Island is not responsible for any of the above conditions should they manifest in the future.

The above pricing assumes that this project is subject to prevailing wage requirements.

All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. The contractor agrees to carry Workmen's Compensation and Public Liability Insurance required by the United States Government and the state in which this work is to be performed.

Authorized Signature: \_\_\_\_\_

A handwritten signature in black ink, appearing to read "Eric Loftus", is written over a horizontal line.

Date: 4/1/2019

**Eric Loftus, Tennis Division**

FLANSBURGH ARCHITECTS

Owner  <no values defined>  
 Architect  
 Contractor  
 Field  
 Other

## Proposal Request

PROJECT: (name, address)	New Peebles Elementary School 70 Trowbridge Rd., Bourne, MA	PROPOSAL REQUEST NO.:	33
OWNER:	Town of Bourne	Provide premium color for tennis courts per Owner.	
TO: (Contractor)	Brait Builders Corp. 57 Rockwood Rd., Suite 3 Marshfield, MA 02050	DATE OF ISSUANCE:	3/28/2019
	CONTRACT FOR: New School	ARCHITECT'S PROJECT NO.:	1514.00
		CONTRACT DATED:	T.B.D.

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein.

THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.

Description: (Written description of the Work)

REFERENCE: 321823

Provide "pro purple" premium color for the interior of the tennis courts. The exterior of the tennis courts shall remain "dark green".

Attachments / Comments:

Page from submittal #321823.01.

ARCHITECT: Flansburgh Associates, Inc.

BY:

Jay Williams

## TOURNAMENT COLORS



AUSTRALIAN OPEN TRUE BLUE



AUSTRALIAN OPEN VELOCITY BLUE



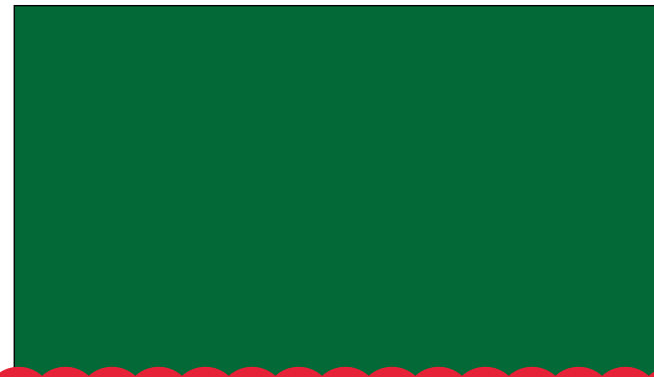
US OPEN BLUE



PRO PURPLE (INDIAN WELLS)



PACIFIC BLUE



LIGHT GREEN



DARK GREEN

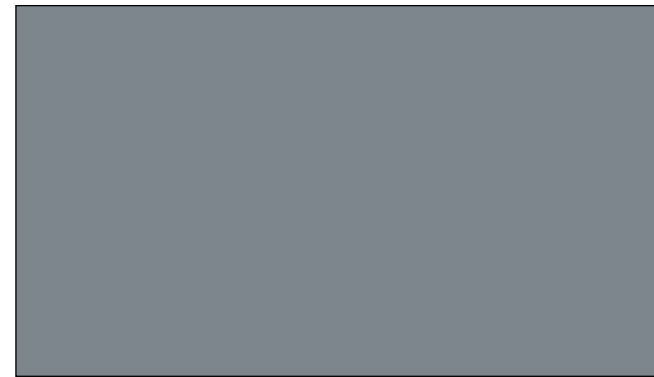


FLORIDA GREEN EBONY

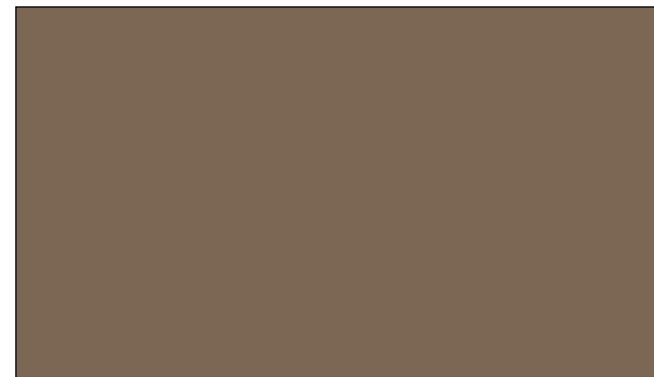
## OUT OF BOUNDS AREAS



BRUIN BLUE



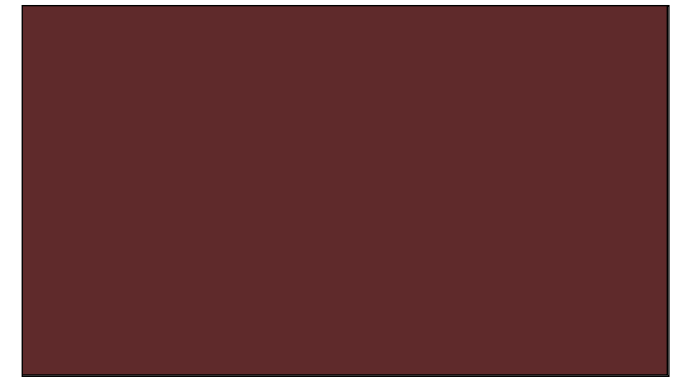
CAPE GRAY



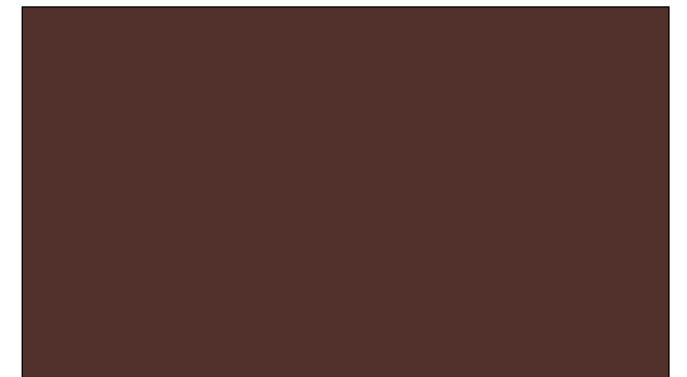
SAHARA SAND



CALIFORNIA RED



MAROON



BROWN

## PLAYING COURT AREAS

### LINE PAINT

For line marking of tennis courts, running tracks and play areas. Line Paint is also available in White and **Textured White**.



RED



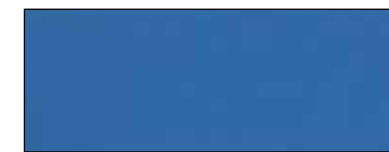
ORANGE



YELLOW



GREEN



BLUE



BLACK

All color chips are affected by light, heat and the printing process. Chips on this card may vary in color and texture from the actual product in the drum. Samples shown are based on a sand filled fortified Plexipave mix. Other textures will vary in color. Pro Purple, US Open Blue, Australian Open Velocity Blue and Australian Open True Blue are at a higher price due to high pigment costs. Special colors are available at a higher price based on pigments needed and production quantities. US Open Blue is a registered trademark of the USTA, used with permission. Australian Open True Blue and Australian Open Velocity Blue are specially formulated on behalf of Tennis Australia.



Peebles Extended Warranties and Service Contract						
To minimize markups, all agreements would be directly with the manufacturer's reps and/or service contractors, and not w/ I & R Mechanical.	Extended Warranties		Notes	Preventative Maintenance / Service		Notes
	1 Year	3 Years		1 Year	3 Years	
Rooftops - RTU-1, 2, 3, 4	\$ 11,000.00		HTS/ Daikin Applied. Clearing of snow and checks during incimate weather is anticipated to be performed by the Owner's staff per the OIMs.	\$ 15,000.00	Annually Renewed.	4 Preventative Maintenance visits per year. Weekly checks/ maintenance indicated would be cost prohibitive for others to perform, and it is anticipated these items will be provided by the Owner's staff.
Air Handling Units AHU-1 & 2	\$ 9,500.00		HTS/ Daikin Applied			
Chiller CH-1	\$ 5,000.00		HTS/ Daikin Applied.			
Makeup Air Unit - MAU-1			Buckley Associates will not extend warranties after the equipment was ordered. Clearing of snow and checks during incimate weather is anticipated to be performed by the Owner's staff per the OIMs. Weekly checks/ maintenance indicated would be cost prohibitive for others to perform, and it is anticipated these items will be provided by the Owner's staff.	Buckley Associates offers \$1,600 / 8hour normal workweek day, plus parts.		
Induction Units (IU-1 to 18, Qty: 47)						
Pumps - P-1 to 6	\$ 1,500.00	\$ 4,500.00	Weekly checks/ maintenance indicated would be cost prohibitive for others to perform, and it is anticipated these items will be provided by the Owner's staff.	\$ 1,000.00	\$ 3,000.00	Includes single visit annual service.
Ductless Splits (DCUe/ DCUc-1 to 6)			Extended Warranties are not available.			
Fans (EF-1 to 14, CAF-1, KEF-1)			Buckley Associates will not extend warranties after equipment ships.			
Boilers - B-1 & 2	\$3500 Rounds \$2,260 Fulton	\$7,985 Rounds \$5,350 Fulton	Parts Only Extended Warranties. Labor is invoiced at current rates at the time of the repair.	\$8,400 Rounds \$6,180 Fulton	\$26,500 Rounds \$18,540 Fulton	Price is for two PM visits plus one annual maintenance. See mfr's data for scope included. Fulton quote does NOT include Emergency calls. Those are \$160/ Hr.-normal hours. Parts are additional.
Glycol Feeders GF-1 & 2			Manufacturer's rep indicates Extended Warranties for Induction Units is not available.			
Terminal Boxes - VAV 1-1 to 1-14, 2-1 to 2-19, 3-1 to 3-14			Air Distribution will not extend warranties after equipment ships.			
Unit Heaters UH-1 to 18, EUH-1			Manufacturer's Rep indicated Extended Warranties is not available on these units.			
Passive and minor components (Piping, Ductwork, Insulation, Expansion Tanks, Air Separators, Buffer Tank, Radiant Heating Panels, Wall Radiation Units, Valves, Condensate Pumps, Diffusers, Grilles, Registers, Dampers, etc.) are not included.						
Glycol Concentration check/ replenish			Bi-annually by I & R Mechanical. Propylene glycol beyond 110 gals. is additional.			
Response to piping leakages, isolation of valves.			Not Included, To be performed by the school staff.			
<b>Automatic Temperature Controls System</b>	\$ 26,550.00	\$ 87,615.00	Navitas Systems Integration Extended Warranties for the Peebles Elementary School Controls System and indicates these costs are payable yearly in advance.	\$ 6,520.00	\$ 21,510.00	See attached literature from Navitas. 1-year maintenance service is from 8-1-19 to 7-31-20. Three year maintenance service is from 8-1-19 to 7-31-22.  Navitas invoices T & M for emergency/ service work. Labor is min. 4 hours at \$140/ hour and \$168/ hour for regular/ off hours labor. Rates are increased 5%/ year for escalation.
<b>HVAC System</b>	\$81,000/ Yr. \$89,000/ Yr. \$100,488/ Yr. \$108,396/ Year	Annual Contract renews yearly.	\$81,000/ Yr. (\$6,750/ Mo.) for PM and Full LABOR (Materials extra) for Monday to Friday coverage. \$89,000/ Yr.(\$7,417/ Mo.) for PM and Full LABOR (Materials extra) for Monday to Sunday coverage. \$100,488/ Yr. (\$8,374/ Mo.) for PM and Full Service (Materials incl.) for Monday to Friday coverage. \$108,396/ Yr. (\$9,033/ Mo.) for PM and Full LABOR (Materials incl.) for Monday to Sunday coverage.	\$43,812/ Year or \$3,651/ Month Hourly Labor Rates: \$130/ Hour (\$195/ Hour on OT), Trip charge -\$80.	Annually renewed.	Controls are Excluded. Preventative maintenance includes filter changes performed 4 times per year for RTU/AHU/ etc. and once per year for cabinet unit heaters/ terminal boxes. Coils cleaning once per year, Exhaust Fan PM twice/ year, Electric Heaters PM once per year. Excludes the following items that are not considered to need regularly scheduled PM: Piping, Ductwork, Insulation, Expansion Tanks, Glycol & Chemical Feeders, Air Separators, Buffer Tank, Radiant Heating Panels, Wall and Finned Radiation Units, Valves, Induction Units, Condensate Pumps, Diffusers, Grilles, Registers, Dampers



## Memorial Item Locations

### MEMORIAL ITEMS:

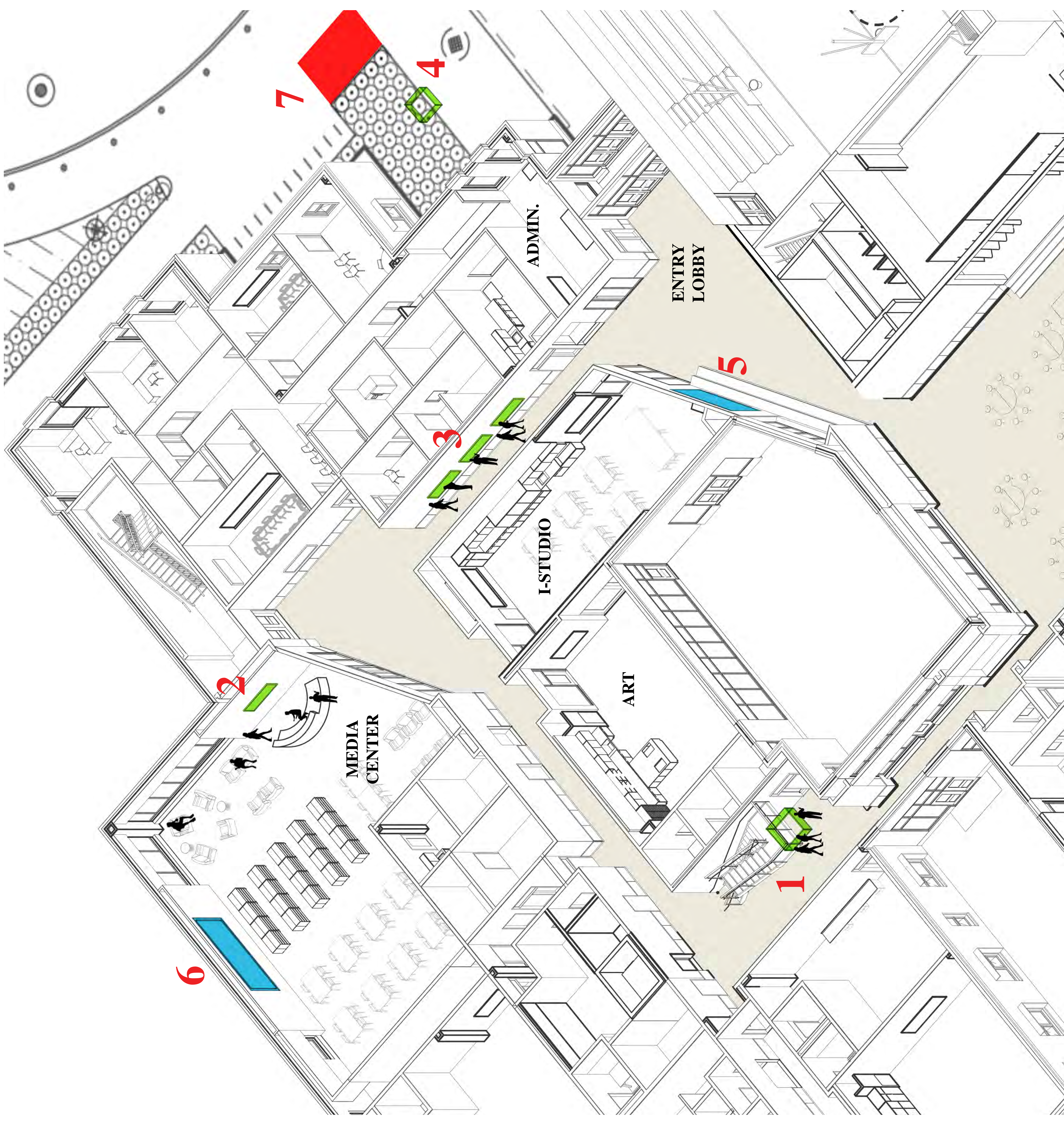
- 1) HOLBROOK BELL
- 2) JAMES F PEEBLES PORTRAIT
- 3) VERDE WILLIAMS SERVICE PLAQUE
- 4) JEAN SULLIVAN ROCK PLAQUE

### WALL GRAPHICS:

- 5) WOOD ETCHED
- 6) VINYL GRAPHIC

### DEDICATION BRICKS:

- 7) 550 SF BRICK SURFACE  
(200 DEDICATED BRICKS)





# SAVE ENERGY WITH HIGH-EFFICIENCY EQUIPMENT

Apply online at [www.MassSaveApplicationPortal.com](http://www.MassSaveApplicationPortal.com) and track your rebate (Excluding Columbia Gas of Massachusetts Customers).



## 2018 COMMERCIAL NATURAL GAS KITCHEN EQUIPMENT REBATES

*Rebates are provided to reduce the cost difference between standard efficiency and high-efficiency equipment*

- Pre-Rinse Spray Valves
- Combination Ovens
- Rack Ovens
- Steamers
- Convection Ovens
- Conveyer Ovens
- Griddles
- Fryers

Apply online at [www.MassSaveApplicationPortal.com](http://www.MassSaveApplicationPortal.com)

\* For Columbia Gas of Massachusetts customers: <https://efi.secure.force.com/client/LandingMARebatesV1>





## 2018 COMMERCIAL NATURAL GAS KITCHEN REBATES

### APPLICATION INSTRUCTIONS

1. Have a licensed heating contractor or plumber install eligible equipment. Must be installed between 1/1/2018 - 12/31/2018.
2. Apply online at [www.MassSaveApplicationPortal.com](http://www.MassSaveApplicationPortal.com) or complete this application. \* For Columbia Gas of Massachusetts customers: <https://efi.secure.force.com/client/LandingMARebatesV1> If you have questions, call 800-232-0672.
3. If not submitting online, mail the signed rebate form with attached documentation to:  
**Mass Save Rebates - GasNetworks**  
**40 Washington Street, Suite 2000**  
**Westborough, MA 01581**
4. If you are interested in financing your project, please contact your energy efficiency program administrator to discuss terms and eligibility prior to purchasing your qualifying equipment. Further information can be found on [www.masssave.com/financing](http://www.masssave.com/financing).

#### REQUIRED DOCUMENTS

All are required to process application. Failure to provide all required information and/or supporting documents will result in processing delays.

- Completed and signed Application
- Copy of the pre-approval rebate letter is applicable
- Manufacturer's technical specification sheets ("cut sheets") for each type of eligible equipment purchased
- W-9 Form with Tax ID number (National Grid customers only)
- Copy of a dated work order, invoice, or receipt within 60 days from installation. To view an example of an invoice, visit [www.GasNetworks.com](http://www.GasNetworks.com).

#### Invoice must include the following:

- Manufacturer
- Equipment or measure installed
- Contractor
- Installation Costs
- Model / Serial Number
- AFUE/UEF Rating
- Contractor Address
- Installation Address

**Program Details:** This rebate program applies to equipment purchased and installed between January 1, 2018 and December 31, 2018.  
**Reminder:** Retain a copy of the completed rebate form for your records.

## 2018 Natural Gas Kitchen Equipment Rebates

### QUALIFYING COMMERCIAL NATURAL GAS KITCHEN EQUIPMENT MODELS

TYPE OF EQUIPMENT	REBATE	TYPE OF EQUIPMENT	REBATE
High-Efficiency Combination Oven	\$1,000	ENERGY STAR® Convection Oven	\$1,000
High-Efficiency Conveyor Oven	\$1,000	ENERGY STAR® Steamer	\$1,000
High-Efficiency Rack Oven	\$1,000	ENERGY STAR® Griddle	\$500
ENERGY STAR® Fryer	\$1,000	High-Efficiency Pre-Rinse Spray Valves	\$50



Mass Save® and GasNetworks® are proud partners of ENERGY STAR®



# 2018 COMMERCIAL NATURAL GAS KITCHEN APPLICATION



To check on the status of your rebate please visit <https://www.MassSave.com/Rebates>

## ACCOUNT HOLDER INFORMATION (Account Number must match Installation Address)

*All fields with asterisk are required to be completed, including customer signature.*

The participating utility or energy efficiency service provider reserves the right to conduct field inspections to verify installations in accordance with proper guidelines.

\* COMMERCIAL GAS UTILITY:  BERKSHIRE GAS  COLUMBIA GAS OF MASSACHUSETTS  EVERSOURCE (MA Only)  
 LIBERTY UTILITIES (MA Only)  NATIONAL GRID GAS (MA Only)  UNITIL (MA Only)

\* ACCOUNT HOLDER'S NAME Town of Bourne CONTACT PERSON Jordan Geist

\* GAS ACCOUNT NUMBER (Must match installation address) 54014-19400

\* ACCOUNT HOLDER'S TAX ID# \_\_\_\_\_ COMPANY TYPE:  INCORPORATED  NOT INCORPORATED  EXEMPT

\* INSTALLED STREET ADDRESS 70 Trowbridge Road \* CITY Bourne \* STATE MA \* ZIP 0332

EMAIL jgeist@bourneps.org PHONE 508-759-0660

### BUILDING TYPE (SELECT ONE)

- |  |  |   |  |  |                                       |
|--|--|---|--|--|---------------------------------------|
| <input type="checkbox"/> Assembly          | <input type="checkbox"/> Fast Food               | <input type="checkbox"/> Hotel                    | <input type="checkbox"/> Multi Story Retail    | <input type="checkbox"/> Religious               | <input type="checkbox"/> Small Retail |
| <input type="checkbox"/> Automobile        | <input type="checkbox"/> Full Service Restaurant | <input type="checkbox"/> Large Refrigerated Space | <input type="checkbox"/> Multifamily High Rise | <input checked="" type="checkbox"/> K-12 Schools | <input type="checkbox"/> University   |
| <input type="checkbox"/> Big Box           | <input type="checkbox"/> Grocery                 | <input type="checkbox"/> Large Office             | <input type="checkbox"/> Multifamily Low Rise  | <input type="checkbox"/> Small Office            | <input type="checkbox"/> Warehouse    |
| <input type="checkbox"/> Community College | <input type="checkbox"/> Heavy Industrial        | <input type="checkbox"/> Light Industrial         | <input type="checkbox"/> Other _____           |  |                                       |
| <input type="checkbox"/> Dormitory         | <input type="checkbox"/> Hospital                | <input type="checkbox"/> Motel                    |  |  |                                       |

### PROJECT TYPE (SELECT ONE)

- Change in the use or function of the Building Space  New Building  Expansion of an Existing Building  Planned Replacement of Equipment
- New Equipment for New Process or Expanded Operation  Renovation of Existing Building  New Controls for Improved Operations  Replacement of Failed Equipment
- Fuel Conversion

## ACCEPTANCE OF TERMS

I hereby request a rebate for the equipment listed. Attached are copies of all receipts or invoices. I have read and agree to the Terms and Conditions on the reverse of this form. I certify that a licensed contractor has installed the listed equipment (when applicable) in accordance with Program Guidelines and Terms and Conditions. I certify that I have seen the Energy Efficient Measures that have been installed and I am satisfied with their installation. In an effort to continuously improve our process we may contact you regarding your experience.

DATE 4/8/19 PRINT NAME JORDAN GEIST \* AUTHORIZED SIGNATURE X [Signature]

## PAYEE INFORMATION

Choose One:  Account Holder  Lender  Vendor/Installer  Landlord

*If payee information is different from account holder information and the gas utility provider is National Grid, additional processing time will be needed for payee verification.*

\* PAYEE/COMPANY NAME (if different than account holder) \_\_\_\_\_ \* CONTACT PERSON \_\_\_\_\_

\* STREET ADDRESS \_\_\_\_\_ \* CITY \_\_\_\_\_ \* STATE \_\_\_\_\_ \* ZIP \_\_\_\_\_

## CONTRACTOR INFORMATION

*Contractor Information is also required to be on the installation invoice.*

\* CONTRACTOR NAME/COMPANY Brait Builders Corp. EMAIL rbrait@braitbuilders.com

\* STREET ADDRESS 57 Rockwood Road \* CITY Marshfield \* STATE MA \* ZIP 02050

The Customer must send a complete, signed rebate form along with copy of dated receipts and any other required information or documentation to the Program Administrator within sixty (60) days from installation date.



To check on the status of your rebate application please visit  
[www.MassSave.com/Rebates](http://www.MassSave.com/Rebates)

# MEASURE INFORMATION KITCHEN EQUIPMENT

THE SAME INFORMATION MUST ALSO BE INCLUDED ON YOUR INVOICE.

HIGH-EFFICIENCY COMBINATION OVEN			
MANUFACTURER	MODEL NUMBER	SERIAL NO.	SIZE (BTU INPUT)
INSTALLED COST	INSTALLED DATE / /	QUANTITY INSTALLED*	REBATE AMOUNT*

HIGH-EFFICIENCY CONVEYOR OVEN			
MANUFACTURER	MODEL NUMBER	SERIAL NO.	SIZE (BTU INPUT)
INSTALLED COST	INSTALLED DATE / /	QUANTITY INSTALLED*	REBATE AMOUNT*

HIGH-EFFICIENCY RACK OVEN			
MANUFACTURER	MODEL NUMBER	SERIAL NO.	SIZE (BTU INPUT)
INSTALLED COST	INSTALLED DATE / /	QUANTITY INSTALLED*	REBATE AMOUNT*

ENERGY STAR® FRYER			
MANUFACTURER	MODEL NUMBER	SERIAL NO.	SIZE (BTU INPUT)
INSTALLED COST	INSTALLED DATE / /	QUANTITY INSTALLED*	REBATE AMOUNT*

ENERGY STAR® CONVECTION OVEN			
MANUFACTURER South Bend	MODEL NUMBER KJGS/27SC	SERIAL NO. 18J96754 and 18J96755	SIZE (BTU INPUT) 53,000
INSTALLED COST	INSTALLED DATE 4 / 1 / 19	QUANTITY INSTALLED* 2	REBATE AMOUNT*

ENERGY STAR® STEAMER			
MANUFACTURER Market Forge	MODEL NUMBER ETP-10G	SERIAL NO. 012119M1080-4521	SIZE (BTU INPUT) 84,000
INSTALLED COST	INSTALLED DATE 4 / 1 / 19	QUANTITY INSTALLED* 1	REBATE AMOUNT*

ENERGY STAR® GRIDDLE			
MANUFACTURER	MODEL NUMBER	SERIAL NO.	SIZE (BTU INPUT)
INSTALLED COST	INSTALLED DATE / /	QUANTITY INSTALLED*	REBATE AMOUNT*

HIGH-EFFICIENCY PRE-RINSE SPRAY VALVES			
MANUFACTURER	MODEL NUMBER	SERIAL NO.	SIZE (BTU INPUT)
INSTALLED COST	INSTALLED DATE / /	QUANTITY INSTALLED*	REBATE AMOUNT*

\* Projects that are expected to exceed 10 of the same units and/or \$10,000 in rebates will require pre-approval from your Program Administrator. Apply at [www.MassSaveApplicationPortal.com](http://www.MassSaveApplicationPortal.com)

ANTICIPATED  
TOTAL REBATE: \$

## TERMS AND CONDITIONS

### 1. Incentives

Subject to these Terms & Conditions, the PA will pay Incentives to Customer for the installation of EEMs.

### 2. Definitions

- (a) "Approval Letter" means the letter issued by PA stating PA's approval of Customer's application, the maximum approved Incentives, required date of EEM completion, any changes to Customer's application and any other requirements of the PA related to the Incentives.
- (b) "Customer" means the commercial and industrial ("C&I") customer maintaining an active account for service with either a gas or electric distribution company.
- (c) "EEMs" are those energy efficiency measures described in the Program Materials or other Custom Measures that may be approved by the PA.
- (d) "Facility" means the Customer location in Massachusetts served by the PA where EEMs are to be installed.
- (e) "Incentives" means those payments made by the PA to Customer pursuant to the Program and these Terms and Conditions. Incentives may also be referred to as "Rebates".
- (f) "Minimum Requirements Document" means the minimum requirements document that may be required by the PA, which, if so required, will be submitted with Customer's application and approved by PA.
- (g) "Program" means any of the energy efficiency programs offered to a C&I Customer by PA.
- (h) "PA" or "Program Administrator" means The Berkshire Gas Company, or Cape Light Compact JPE, or Columbia Gas of Massachusetts, or Eversource Energy, or Liberty Utilities, or National Grid, or Unitil, as applicable.
- (i) "Program Materials" means the documents and information provided or made available by the PA specifying the qualifying EEMs, technology requirements, costs and other Program requirements.

### 3. Application Process and Requirement for PA Approval

- (a) The Customer shall submit a completed application to the PA. The Customer may be required to provide the PA with additional information upon request by the PA. Customer will, upon request by the PA, provide a copy of the as-built drawings and equipment submittals for the Facility after EEMs are installed. To the extent required by the PA or by applicable law, regulation or code, this analysis shall be prepared by a Professional Engineer licensed in the state where the Facility is located.
- (b) To be eligible for gas funded EEMs Customer must have an active natural gas account. To be eligible for electric funded EEMs a Customer must have an active electric account. Customers must meet any additional eligibility requirements set forth in the Program Materials.
- (c) The PA reserves the right to reject or modify Customer's application. The PA may also require the Customer to execute additional agreements, or provide other documentation prior to PA approval. If PA approves Customer's application, PA will provide Customer with the Approval Letter.
- (d) The PA reserves the right to approve or disapprove of any application or proposed EEMs.
- (e) Sections 3(a)-(c) do not apply in the event that the Program Materials explicitly state that no Approval Letter is required for the Program. In such an event, Customer must submit to PA the following: (i) completed and signed Program rebate form, (ii) original date receipts for purchase and installation of EEMs, and (iii) any other required information or documentation within such time as Program Materials indicate.

### 4. Pre- and Post-Installation Verification; Monitoring and Inspection

- (a) Customer shall cooperate and provide access to Facility and EEM for PA's pre-installation and post-installation verifications. Such verifications must be completed to PA's satisfaction.
- (b) Customer agrees that PA may perform monitoring and inspection of the EEMs for a three year period following completion of the installation in order to determine the actual demand reduction and energy savings.

### 5. Installation Schedule Requirements

If the Customer does not complete installation of the approved EEMs within the earlier of the completion date specified in the Approval Letter or twelve (12) months from the date the PA issues written pre-approval of the EEM project, the PA may terminate any obligation to make Incentive payments.

### 6. Incentive Amounts, Requirements for Incentives and Incentive Payment Conditions

- (a) The PA reserves the right to adjust and/or negotiate the Incentive amount. PA will pay no more than the cost to Customer of purchasing and installing the EEM, the calculated incremental cost, the prescriptive rebate on the form, or the amount in the Approval Letter (unless such Approval Letter is not required), whichever is less.
- (b) PA shall not be obligated to pay the Incentive amount until all the following conditions are met: (1) PA approves Customer's application and provides the Approval Letter (unless an Approval Letter is not required by the terms of the Rebate), (2) satisfactory completion of pre-installation and post-installation verifications by PA,
- (3) purchase and installation of EEMs in accordance with Approval Letter, Program Materials, Minimum Requirements Document, Customer's application and these Terms and Conditions, (4) all applicable permits, licenses and inspections have been obtained by Customer, (5) PA's receipt of final drawings, operation and maintenance manuals, operator training, permit documents, and other reasonable documentation, and (6) PA's receipt of all invoices for the purchase and installation of the EEMs.
- (c) All EEM invoices will include, at the minimum, the model, quantity, labor, materials, and cost of each EEM and/or service, and will identify any applicable discounts or other incentives.
- (d) PA reserves the right, in its sole discretion, to modify, withhold or eliminate the Incentive if the conditions set forth in Section 6(b) are not met.
- (e) Upon PA's written request, Customer will be required to refund any Incentives paid in the event that Customer does not comply with these Terms and Conditions and Program requirements.
- (f) PA shall use commercially reasonable efforts to pay the Incentive amount within forty-five (45) days after the date all conditions in Section 6(b) are met.

### 7. Contractor Shared Savings Arrangements

If EEMs are being installed by a contractor under a shared savings arrangement, in which the contractor's compensation is based on the savings achieved, the PA maintains the right to determine the cost of purchasing and installing the EEMs.

### 8. Maintenance of EEMs

Customer shall properly operate and maintain the EEMs in accordance with the manufacturer's recommendations and the terms thereof for the life of the equipment.

### 9. Program/Terms and Conditions Changes

Program terms and materials (including these Terms & Conditions) may be changed by the PA at any time without notice. The PA reserves the right, for any reason, to withhold approval of projects and any EEMs, and to cancel or alter the Program, at any time without notice. Approved applications will be processed under the Terms and Conditions and Program Materials in effect at the time of the Approval Letter.

### 10. Publicity of Customer Participation

The Customer grants to the PA the absolute and irrevocable right to use and disclose for promotional and regulatory purposes (a) any information relating to the Customer's participation in the Program, including, without limitation, Customer's name, project energy savings, EEMs installed, and incentive amounts, and (b) any photographs taken of Customer, EEMs, or Facility in connection with the Program, in any medium now here or hereafter known.



**TERMS AND CONDITIONS - continued****11. Indemnification and Limitation of the PA's Liability**

To the fullest extent allowed by law, Customer shall indemnify, defend and hold harmless PA, its affiliates and their respective contractors, officers, directors, members, employees, agents, representatives from and against any and all claims, damages, losses and expenses, including reasonable attorneys' fees and costs incurred to enforce this indemnity, arising out of, resulting from, or related to the Program or the performance of any services or other work in connection with the Program, caused or alleged to be caused in whole or in part by any actual or alleged act or omission of the Customer, or any contractor, subcontractor, agent, or third party hired by or directly or indirectly under the control of the Customer, including any party directly or indirectly employed by or under the control of any such contractor, subcontractor, agent, or third party or any other party for whose acts any of them may be liable.

To the fullest extent allowed by law, the PA's aggregate liability, regardless of the number or size of the claims, shall be limited to paying approved Incentives in accordance with these Terms and Conditions and the Program Materials, and the PA and its affiliates and their respective contractors, officers, directors, members, employees, agents, representatives shall not be liable to the Customer or any third party for any other obligation. To the fullest extent allowed by law and as part of the consideration for participation in the Program, the Customer waives and releases the PA and its affiliates from all obligations (other than payment of an Incentive), and for any liability or claim associated with the EEMs, the performance of the EEMs, the Program, or these Terms and Conditions.

**12. No Warranties or Representations by the PA**

- (a) THE PA DOES NOT ENDORSE, GUARANTEE, OR WARRANT ANY CONTRACTOR, MANUFACTURER OR PRODUCT, AND THE PA MAKES NO WARRANTIES OR GUARANTEES IN CONNECTION WITH ANY PROJECT, OR ANY SERVICES PERFORMED IN CONNECTION HERewith OR THEREWITH, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER SHALL SURVIVE ANY CANCELLATION, COMPLETION, TERMINATION OR EXPIRATION OF THE CUSTOMER'S PARTICIPATION IN THE PROGRAM. CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY WARRANTIES PROVIDED BY ORIGINAL MANUFACTURERS, LICENSORS, OR PROVIDERS OF MATERIAL, EQUIPMENT, OR OTHER ITEMS PROVIDED OR USED IN CONNECTION WITH THE PROGRAM UNDER THESE TERMS AND CONDITIONS, INCLUDING ITEMS INCORPORATED IN THE PROGRAM, ("THIRD PARTY WARRANTIES") ARE NOT TO BE CONSIDERED WARRANTIES OF THE PA AND THE PA MAKES NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES AS TO THE APPLICABILITY OR ENFORCEABILITY OF ANY SUCH THIRD PARTY WARRANTIES. THE TERMS OF THIS SECTION SHALL GOVERN OVER ANY CONTRARY VERBAL STATEMENTS OR LANGUAGE APPEARING IN ANY PA'S OTHER DOCUMENTS.
- (b) Review of the design and installation of EEMs by PA is limited solely to determine whether Program requirements have been met and shall not constitute an assumption by PA of liability with respect to the EEMs. Neither the PA nor any of its employees or contractors is responsible for determining that the design, engineering or installation of the EEMs is proper or complies with any particular laws, codes, or industry standards. The PA does not make any representations of any kind regarding the benefits or energy savings to be achieved by the EEMs or the adequacy or safety of the EEMs.
- (c) PA is not a manufacturer of, or regularly engaged in the sale or distribution of, or an expert with regard to, any equipment or work.
- (d) No activity by the PA includes any kind of safety, code or other compliance review.

**13. Customer Responsibilities**

Customer is responsible for all aspects of the EEMs and related work including without limitation, (a) selecting and purchasing the EEMs, (b) selecting and contracting with the contractor(s), (c) ensuring contractor(s) are properly qualified, licensed and insured, (d) ensuring EEMs and installation of EEMs meet industry standards, Program requirements and applicable laws, regulations and codes, and (e) obtaining required permits and inspections. PA reserves the right to (a) deny a vendor or contractor providing equipment or services, and (b) exclude certain equipment from the Program.

**14. Removal of Equipment**

The Customer shall properly remove and dispose of or recycle the equipment, lamps and components in accordance with all applicable laws, and regulations and codes. Customer will not re-install any of removed equipment in the Commonwealth of Massachusetts or the service territory of any affiliate of the PA, and assumes all risk and liability associated with the reuse and disposal thereof.

**15. Energy Benefits**

Other than the (i) the energy cost savings realized by Customer, (ii) energy or ancillary service market revenue achieved through market sensitive dispatch, (iii) alternative energy credits, and (iv) renewable energy credits, the PA has the unilateral rights to apply for any credits or payments resulting from the Program or EEMs. Such credits and payments include but are not limited to: (a) ISO-NE capacity, (b) forward capacity credits, (c) other electric or natural gas capacity and avoided cost payments or credits, (d) demand response program payments. Except for the credits and payments set forth in (i)-(iv) of this Section, Customer agrees not to, directly or indirectly, file payments or credits associated with the Program or EEMs, and further will not consent to any other third party's right to such payments or credits without prior written consent from the PA. PA's rights under this Section are irrevocable for the life of the EEMs unless the PA provides prior written consent.

**16. Customer Must Declare and Pay All Taxes**

The benefits conferred upon the Customer through participation in this Program may be taxable by the federal, state, and local government. The Customer is responsible for declaring and paying all such taxes. The PA is not responsible for the payment of any such taxes.

**17. Counterpart Execution; Scanned Copy.**

Any and all Program related agreements and documents may be executed in several counterparts. A scanned or electronically reproduced copy or image of such agreements and documents bearing the signatures of the parties shall be deemed an original.

**18. Miscellaneous**

- (a) Paragraph headings are for the convenience of the parties only and are not to be construed as part of these Terms and Conditions.
- (b) If any provision of these Terms and Conditions is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining provisions shall remain in full force and effect in accordance with their terms.
- (c) These Terms and Conditions shall be interpreted and enforced according to the laws of the Commonwealth of Massachusetts. Any claim or action arising under or related to the Program or arising between the parties shall be brought and heard only in a court of competent jurisdiction located in the Commonwealth of Massachusetts.
- (d) In the event of any conflict or inconsistency between these Terms and Conditions and any Program Materials, these Terms and Conditions shall be controlling.
- (e) Except as expressly provided herein, there shall be no modification or amendment to these Terms and Conditions or the Program Materials unless such modification or amendment is in writing and signed by a duly authorized officer of the PA.
- (f) Sections 4(b), 10, 11, 12, 14, 15 & 18 shall survive the termination or expiration of the Customer's participation in the Program.



(A Middleby Corporation Company)

1100 Old Honeycutt Rd. Fuquay Varina, NC 27526 (919) 762-1000 \* Fax (919) 762-1121

# INVOICE

REMIT TO:  
**Southbend, A Middleby Co.**  
 98806 Collections Ctr Dr.  
 Chicago, IL 60693

**Sold to:**  
**SAM TELL & SON**  
 300 SMITH STREET  
 FARMINGDALE NY 11735  
 USA

**Ship to:**  
**SAM TELL & SON**  
 300 SMITH STREET  
 FARMINGDALE NY 11735  
 USA

INVOICE DATE: 9/25/18 EXPORT: N  
 DUE ON: 10/30/18 TERMS: 3% IFED

CUSTOMER	ORDER	SLSREP	P.O. NUMBER	INVOICE NUMBER
220140	CO 79630	1073	198424	86274
SHIP VIA			SHIP DATE	SHIP WEIGHT
FEDEX /PRIORITY 4073471721			9/25/18	1,862.000 LB

LINE NO	ITEM NUMBER/DESCRIPTION	QUANTITY/PRICE	NET SALES AMOUNT
	MARK FOR: JAMES F. PEEBLES ELEMENTARY SCHOOL - PH 4		
	KLGS/27SC MODEL, CO, GAS, DBL, STD CTRL, KLGS MODEL, CO, GAS, DBL, STD CTRL, KLGS	EA 1.000 6,613.020	6,613.02
	Serial number: 18J96754		
	CASTERS		
	KLGS/27SC MODEL, CO, GAS, DBL, STD CTRL, KLGS MODEL, CO, GAS, DBL, STD CTRL, KLGS	EA 1.000 6,425.280	6,425.28
	Serial number: 18J96755		
	6" LEGS		

Southbend, A Division of Middleby Marshall Inc. FEIN # 58-1315813 Canada Business ID 12274-5870RT0001

NET SALES: 13,038.30  
 MISC. CHARGES: .00  
 FREIGHT: .00  
 TAXES: .00  
**AMOUNT DUE: 13,038.30 USD**

Contact our Credit and Accounts Receivables Dept @ 919-762-1000 with any questions regarding this invoice. Shortages must be reported within 30 days of shipment. Fax shortage claim to 919-762-1126. For parts, provide copy of packing slip. For equipment, provide POD reflecting shortage at time of delivery. **A penalty will be charged against invoices paid beyond terms. The penalty represents a percentage of the total invoice as follows:**  
 1.0% if 15 days past due, 1.5% if 30 days past due, 2.0% if 45 days past due, 10.0% if more than 60 days past due

# BLODGETT MARKET FORGE MARSAL

**REMIT TO:**  
 2511 PAYSHERE CIRCLE  
 CHICAGO, IL 60674  
  
**Tel: (802) 658-6600 Fax: (802) 652-2833**  
 All order and shipping information: [www.blodgett.com](http://www.blodgett.com)

Price as 50+15 Invoice 0680359 | Page 1

Customer Number 00932M Invoice Date 10/23/2018

**INVOICE TO:**  
 SAM TELL & SON, INC  
 300 SMITH STREET  
 FARMINGDALE, NY 11735

**SHIP TO:**  
 FARMINGDALE-WHS  
 SAM TELL & SON, INC  
 300 SMITH STREET  
 P: 631-501-9700  
 FARMINGDALE, NY 11735

SHIPPING  
INSTRUCTIONS

**FREIGHT TERMS:** FFR FREE FREIGHT / F.O.B. ORIGIN  
**TRACKING NUMBER:** 776508460  
**CARRIER:** UPS FREIGHT

<b>Rep Spec</b>	
<b>Rep Dest</b>	88804
<b>Rep Orig</b>	88804

Customer P.O No.	Order No.	Terms		
198437-CROWN	234595 00	3% NET 45		
Qty	Description	Unit List	Unit Net	Extended Net
	BILL THIRD PARTY FREIGHT CHARGES DIRECTLY TO: BLODGETT/MARKET FORGE C/O RETRANS FREIGHT PO BOX 9490 FALL RIVER, MA 02720			
1	ETP10G 10 PAN ECHO TECH PLUS GAS NATURAL GAS 84000 BTU/HR 120V 1PH 60HZ	32290.00	13723.25	13723.25
1	C-00116 ADDITIONAL DISCOUNT M/F: JAMES F. PEEBLES ELEMENTARY SCHOOL - PH 4	807.25-	807.25-	807.25-
1	C-10303 K-12 WARRANTY -MARKET FORGE Serial#: 091018M1130			
1	30PSTGM 30 GAL GAS SKILLET ON BASE NATURAL GAS 93,000 BTU/HR	26910.00	11436.75	11436.75
1	C-00116 ADDITIONAL DISCOUNT M/F: JAMES F. PEEBLES ELEMENTARY SCHOOL - PH 4	836.63-	836.63-	836.63-
1	98-6003 DOUBLE PANTRY FAUCET	925.00	393.13	393.13
1	98-6006 KIT PAN SUPPORT	880.00	374.00	374.00
1	98-6012 POWER TILT -SKILLETS	2080.00	884.00	884.00
1	98-6014 2" TDO W/ STRAINER -SKILLET Serial#: 091018M4131	2670.00	1134.75	1134.75
<b>Sub Total:</b>				26302.00
If paid by 10/23/2018 deduct 789.06				
				** Continued **

**Please see current price list for additional terms and conditions.**



# BLODGETT MARKET FORGE MARSAL

Price as 50+15 Invoice 0680359 | Page 2

**REMIT TO:** 2511 PAYSHERE CIRCLE  
CHICAGO, IL 60674

**Tel: (802) 658-6600 Fax: (802) 652-2833**  
All order and shipping information: [www.blodgett.com](http://www.blodgett.com)

Customer Number 00932M Invoice Date 10/23/2018

INVOICE TO: SAM TELL & SON, INC  
300 SMITH STREET  
FARMINGDALE, NY 11735

SHIP TO: FARMINGDALE-WHS  
SAM TELL & SON, INC  
300 SMITH STREET  
P: 631-501-9700  
FARMINGDALE, NY 11735

SHIPPING INSTRUCTIONS

**FREIGHT TERMS:** FFR FREE FREIGHT / F.O.B. ORIGIN  
**TRACKING NUMBER:** 776508460  
**CARRIER:** UPS FREIGHT

Rep Spec	
Rep Dest	88804
Rep Orig	88804

Customer P.O No.	Order No.	Terms:		
198437-CROWN	234595 00	3% NET 45		
Qty	Description	Unit List	Unit Net	Extended Net

	Thank you for your order. Order Total US\$			26302.00

**Please see current price list for additional terms and conditions.**



# Massachusetts School Building Authority

**Deborah B. Goldberg**  
*Chairman, State Treasurer*

**James A. MacDonald**  
*Chief Executive Officer*

**John K. McCarthy**  
*Executive Director / Deputy CEO*

March 28, 2019

Mr. Thomas M. Guerino, Town Administrator  
Town of Bourne  
Bourne Town Hall  
24 Perry Avenue, Room 101  
Buzzards Bay, MA 02532

Re: Town of Bourne, James F. Peebles Elementary School, Construction Change Orders 5-9

Dear Mr. Guerino:

The Massachusetts School Building Authority (the "MSBA") has reviewed Construction Change Orders 5-9 for the James F. Peebles Elementary School Project in the Town of Bourne (the "District"). The MSBA review determines which changes, if any, are eligible for MSBA funding. In general, changes in scope beyond the Project Scope specified in the Project Funding Agreement, changes mandated by third parties, and changes for items that are excluded from MSBA funding are not eligible for reimbursement. For a detailed explanation of the MSBA's Construction Change Order eligibility determinations as well as other policies, please refer to the Change Order Allowance Funding Policy included in Project Advisory 22 and the Change Order Manual included in Project Advisory 29.

The MSBA's findings through Construction Change Order 9 are summarized in the table below, which is excerpted from the full summary table that appears in the attached Construction Change Order Log:

Construction Change Order Summary	Per PFA Amd. No. 1	Per PFA Budget
Revised Total Construction Contingency Budget	\$3,045,710	\$1,545,518
Ineligible Construction Contingency Budget (If Any, Including Approved BRR's)	\$2,736,606	\$1,236,414
Maximum Potentially Eligible Construction Contingency (Including Approved BRR's)	\$309,104	\$309,104
Total Construction Change Orders 1-9	\$258,305	
Total Construction Change Orders Eligible for Reimbursement, Subject to Reimbursement Rate and Audit	\$98,280	
Amount Remaining of Revised Total Construction Contingency Budget (Negative amount indicates insufficient Construction Contingency Budget. BRR required.)	\$2,787,405	

Page 2  
 March 28, 2019  
 Bourne Construction Change Orders

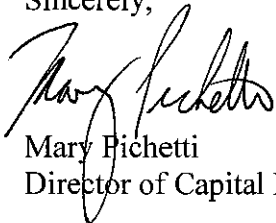
Amount Remaining of Maximum Potentially Eligible Construction Contingency (Including Approved BRR's) (Negative amount indicates grant basis has been exceeded)	\$210,824
Maximum Potentially Eligible Construction Contingency less Total Construction Change Orders (Applies to projects not subject to Project Advisory 22. Once amount is negative, all subsequent debit change requests will not be eligible.)	\$50,799
Total Credit Change Order Amount Reducing GMP Contingency	\$0

Please note that any District request for reconsideration of the above findings must be submitted to the MSBA on District letterhead within forty-five (45) days of receipt of this letter. Reconsideration of MSBA Construction Change Order determinations is final. In addition to this review, the supporting documentation submitted with reimbursement requests related to Construction Change Orders is subject to audit for specific compliance with MSBA policies and procedures.

Please also note that this Project is subject to the MSBA Change Order Funding Allowance Policy as outlined in Project Advisory 22 that specifies maximum change order eligibility of 1% of the construction budget for new construction and 2% of the construction budget for addition/renovation projects until the total budgeted contingency amount is reached. The MSBA will process a single reimbursement request for Construction Change Orders during the project close-out process.

If you have any questions regarding this matter, please do not hesitate to contact me or Bill Cross at 617-720-4466.

Sincerely,



Mary Fichetti  
 Director of Capital Planning

Cc: Legislative Delegation  
 Peter J. Meier, Chair, Bourne Board of Selectmen  
 Christopher Hyldborg, Chair, Bourne School Committee  
 Steven M. Lamarche, Superintendent, Bourne Public Schools  
 Jordan Geist, Director of Business Services, Bourne Public Schools  
 James L. Potter, Chair, Bourne School Building Committee  
 Joel Seeley, Owner's Project Manager, Symmes Maini & McKee Associates  
 Kent Kovacs, Designer, Flansburgh Associates  
 File: 10.2 Letters (Region 6)

OPM: SMMA  
 Designer: Flansburgh Associates  
 Contractor: Brait Builders Corp.

**BOURNE**  
 BOURNE INTERMEDIATE SCHOOL FORMERLY PEBBLES ELEMENTARY SCHOOL  
 CHANGE ORDERS

Construction Type: NEW  
 Reimbursement Rate: 48.63%  
 Approx. % Complete & SC Date 74% & 5/20/2019  
 Delivery Method: DBB

PCO #	Description	Requested By	Net Added	Net Deducted	Rework Y / N?	Ineligible for Grant Participation	Eligible for Grant Participation	Approximate Cost by Trade*							Reason for Change**				Comment	
								Structural	Site	Utilities	Plumbing	Electrical	HVAC	Misc.	Design Issue	New Scope Directed by Owner	Differing Conditions	New Scope Directed by 3rd Party		
<b>Change Order #001</b>																				
1	Relocation of Utility Pole	General Contractor	7,368		NO	7,368			7,368							7,368				The Contract Drawings provide for a new temporary construction access road during Phase 2 and 3. An existing utility pole is located within this temporary roadway. This change will relocate this existing utility pole to an area outside of the construction access roadway.
2	Installation of Additional Water Main Piping	Water District	14,746		NO	14,746			14,746									14,746		The Contract Drawings provide a water main around the building with fire hydrants tied to the water main. One branch line deadends to a hydrant. The Water District requested this dead end be extended to an existing water main to provide for a continuous loop.
<b>Change Order #002</b>																				
3	Provide Floor Trough in Kitchen 152	Designer	11,712		NO		11,712				11,712					11,712				The Contract Drawings include a tilting kettle in Kitchen 152 and no floor drain. A trough type floor drain was added to receive the fluid from this unit.
6	Provide plumbing pipe, traps & vents for acid neutralization system.	Plumbing Inspector	11,583		NO	11,583					11,583							11,583		The Contract Documents provided an acid neutralization system for the high efficiency condensing boilers condensing water, which is slightly acidic. The Plumbing Inspector requested that additional traps be added on hub drains for the system.
8	Add emergency eyewash station in Mechanical 166	Plumbing Inspector	4,274		NO		4,274				4,274							4,274		The Contract Drawings did not provide for a safety eyewash in the Mechanical Room 166. The Plumbing Inspector requested a safety eyewash station in Mechanical Room 166 due to the intended use of glycol in the mechanical system.
9	Add power to circulation desk in Media Center 130.	Designer	1,525		NO		1,525					1,525				1,525				The Contract Drawings did not provide electrical outlets at the circulation desk in Media Center Room 130. This change adds two electrical outlets at the circulation desk.
11	Extend height of (3) site lighting poles adjacent to block retaining wall.	Designer	3,114		NO	3,114			3,114							3,114				The Contract Drawings provided for three (3) site lighting poles, located adjacent to the top of the modular block retaining wall on the north side of the site. Due to existing grades it was noted that the light poles placed on the opposite of the retaining wall would be too low. In order to have the light poles at the correct height, longer light poles were required.
<b>Change Order #003</b>																				
10R2	Provide laminated glass in lieu of tempered glass at entries.	Owner	4,097		NO		4,097											4,097		The Contract Drawings provided for tempered glazing at the building entries. The Owner requested that this tempered glass be replaced with bullet resistant glazing at all exterior entry doors and sidelights.
12R1	Provide (2) additional pull boxes requested by Eversource	Eversource	9,464		NO	9,464					9,464							9,464		The utility company, Eversource requested (2) additional pull boxes beyond what is shown on the Contract Drawings for the electrical ductbank. The pull boxes are 4' x 4' x 4' concrete vaults with manhole covers.
<b>Change Order #004</b>																				
7A	Wall storage cabinets in classrooms	Owner	30,258		NO	30,258												30,258		The Owner requested additional overhead wall cabinets in each classroom to increase storage capacity.
14	Provide power to pit float panel in Mechanical Room 166	Designer	1,031		NO		1,031					1,031				1,031				The Contract Drawings provided an acid neutralization system with alarm in Mechanical Room 166. This change adds a duplex GFCI type receptacle to power the alarm panel which was not included in the contract documents.
15	Credit for deleted vent piping not included in COR 006	Designer		(2,620)	NO		(2,620)									(2,620)				PCO No. 6 included the cost of vents for the acid neutralization system in Mechanical Room 166. The venting piping was already owned in the Contract Drawings. This change provides a credit for the vent piping.



OPM: SMMA  
 Designer: Flansburgh Associates  
 Contractor: Brait Builders Corp.

**BOURNE**  
 BOURNE INTERMEDIATE SCHOOL FORMERLY PEBBLES ELEMENTARY SCHOOL  
 CHANGE ORDERS

Construction Type: NEW  
 Reimbursement Rate: 48.63%  
 Approx. % Complete & SC Date 74% & 5/20/2019  
 Delivery Method: DBB

PCO #	Description	Requested By	Net Added	Net Deducted	Rework Y / N?	Ineligible for Grant Participation	Eligible for Grant Participation	Approximate Cost by Trade*						Reason for Change**			Comment	
								Structural	Site	Utilities	Plumbing	Electrical	HVAC	Misc.	Design Issue	New Scope Directed by Owner		Differing Conditions
<b>Change Order #005</b>			<b>\$74,391.91</b>															
16R1	Change network system from Aruba to Extreme Network platform	Owner	28,371		NO	28,371				28,371				28,371				The town is in the process of changing over the network system in all of the other schools from an Aruba platform to an Extreme platform. Of the three systems specified for the new school, Aruba was submitted by the contractor. This change directs the contractor to provide the Extreme Network in lieu of the Aruba Network to maintain consistency of network systems throughout the school system. <b>New scope directed by Owner is ineligible for reimbursement.</b>
17	Provide grounding rods at (2) added pullboxes per Eversource	Eversource	1,434		NO	1,434			1,434							1,434		In a previous change order, (2) pullboxes were added per the request of Eversource. The pullboxes were provided without grounding rods. Eversource requests that these pullboxes be grounded. <b>New scope directed by a 3rd Party is ineligible for reimbursement.</b>
18R1	Add wood blocking for roof snow guards	General Contractor	17,007		NO		17,007						17,007	17,007				The contract documents show two rows of snow guards at each of the two sloped roof areas – the Gym and the Classroom wing. However, there was no detail showing how to attach the snow guards to the roof. The roofing contractor provided an additional 2,800 lf of wood blocking to attach the snow guards.
22R1	Add rigid roof insulation at perimeter of concrete roof pad	General Contractor	27,579		NO		27,579							27,579	27,579			At the center of the flat roof at the classroom wing, there is a 4" concrete pad that the mechanical equipment sits on to deaden sound transfer into the building. The roof drains are located above this concrete pad. 4" of insulation has to be added to the perimeter of the concrete pad to make up for this change in elevation to properly slope the roof to the roof drains.
<b>Change Order #006</b>			<b>\$5,695.69</b>															
20	Provide custom panel at scoreboard	Owner	616		NO	616										616		A standard scoreboard has been provided for the new scoreboard in the Gym. The existing scoreboard is in memory of Lynne Butler. This change adds a custom signage graphic to the standard scoreboard duplicating the dedication of the previous scoreboard. <b>New scope directed by Owner is ineligible for reimbursement.</b>
23	Rearrange casework at administration waiting room per Owner	Owner		(504)	NO		(504)									(504)		The original design of the administration reception room called for an L-shaped millwork counter and a single accompanying FF&E desk. In reviewing the furniture proposed for this space, the L return for the millwork counter was removed and a second FF&E desk/station was added. A second Ai phone controller station and door release button were also added.
27	Add traffic signage per LEED review	USGBC	2,656		NO	2,656		2,656									2,656	In the LEED design review response, USGBC requested some exterior traffic signage changes. The net change adds a total of (6) traffic signs and (6) sign posts. Additional signs were requested to identify fuel efficient vehicle parking spaces and electric vehicle charging stations. <b>New scope directed by a 3rd Party is ineligible for reimbursement.</b>
30	Add power and data for copier in Media Center per Owner	Owner	954		NO	954				954						954		The contract documents show a copier in the Teacher Planning Room. A request was made during review of technology fitout for the project to relocate the copier to the Media Center. This change adds power and data for a copier in the Media Center. <b>New scope directed by Owner is ineligible for reimbursement.</b>
32R1	Coring and sleeves for future photovoltaic system per Owner	Owner	1,973		NO	1,973				1,973						1,973		A future photovoltaic system is being considered in the parking lot. An electrical path out of the building was requested to accommodate this future system. Four (4) electrical sleeves need to be cored through the exterior brick and block wall, the air vapor barrier needs to be resealed at the sleeves and the brick needs to be patched for a weathertight condition. <b>New scope directed by Owner is ineligible for reimbursement.</b>

OPM: SMMA  
 Designer: Flansburgh Associates  
 Contractor: Brait Builders Corp.

**BOURNE**  
 BOURNE INTERMEDIATE SCHOOL FORMERLY PEBBLES ELEMENTARY SCHOOL  
 CHANGE ORDERS

Construction Type: NEW  
 Reimbursement Rate: 48.63%  
 Approx. % Complete & SC Date 74% & 5/20/2019  
 Delivery Method: DBB

PCO #	Description	Requested By	Net Added	Net Deducted	Rework Y / N?	Ineligible for Grant Participation	Eligible for Grant Participation	Approximate Cost by Trade*						Reason for Change**				Comment	
								Structural	Site	Utilities	Plumbing	Electrical	HVAC	Misc.	Design Issue	New Scope Directed by Owner	Differing Conditions		New Scope Directed by 3rd Party
<b>Change Order #007</b>																			
	<b>\$31,541.76</b>																		
13R2	Increase height of wainscot from 36" to 48" per Owner.	Owner	11,745		NO	11,745									11,745				The contract documents call for a plastic laminate wainscot throughout the classroom corridors at a height of 36". The wall above the wainscot is painted drywall. A request was made to increase the height of these panels to 48" to better avoid marks on the walls above the panels and reduce maintenance. <b>New scope directed by Owner is ineligible for reimbursement.</b>
26	Provide base and wall cabinets in Guidance Hall 111.	Designer	4,791		NO	4,791								4,791					The contract documents call for casework via FF&E at the east wall of Guidance Hall 111. This change transfers that casework to the building contract so that this casework will be consistent with the other casework used throughout the project. <b>Project is over the FF&amp;E Cap.</b>
31	Tie new sanitary sewer system into existing sludge tank per DEP	DEP	15,007		NO	15,007					15,007			15,007					The contract documents indicate abandoning the existing sludge tank for the sanitary system at the existing Peebles School. DEP has determined that the new school is required to tie into this tank prior to connecting to the existing waste water treatment plant. <b>Over the Site Cap.</b>
<b>Change Order #008</b>																			
	<b>\$18,547.51</b>																		
29R2	Add water sub-meter per LEED design review.	USGBC	5,088		NO	5,088					5,088						5,088		In the LEED design review response, USGBC requested an additional meter on the water supply system. The contract documents required one water meter. This change adds an additional meter to further differentiate the water usage between the overall building and the hot water heating system. <b>New scope directed by a 3rd Party is ineligible for reimbursement.</b>
33	Provide (1) grill and (2) fire dampers at Mech. Rm. 137.	General Contractor	1,296		NO		1,296							1,296					Mechanical Room 137 requires a one hour fire rating at the walls and ceiling of the room. Two ducts penetrating the wall of this room were not rated. This change adds a grill and two fire dampers to those ducts to maintain the required fire rating.
37	Power for added Chromebook storage unit in Guidance Hall 111.	Owner	1,116		NO	1,116											1,116		During a recent technology meeting, a Chromebook storage unit was added to Guidance Hall 111. This storage unit requires power which was not originally required in this location. This change adds one electrical outlet. <b>New scope directed by Owner is ineligible for reimbursement.</b>
43	Add photo sensor for lighting controls in Corridor 237.	Owner	1,087		NO	1,087					1,087						1,087		Corridor 237 has a polycarbonate clerestory window up high along the south side of the corridor. This window allows a great deal of natural light to come into the corridor. By adding this sensor, when the natural light is bright enough, the sensor will turn off the lights in this corridor saving energy. <b>New scope directed by Owner is ineligible for reimbursement.</b>
44R1	Change classroom door hardware per owner request.	Owner	9,960		NO		9,960										9,960		Door hardware trim will be added to the corridor door hardware in each of the classrooms (33 doors) to enable occupants to see whether the door is locked. The passage (non-locking) hardware set at (9) classroom communicating doors will be changed to hardware that locks from both sides of the door. Both of these changes are being made to improve security at the classrooms.

OPM: SMMA  
 Designer: Flansburgh Associates  
 Contractor: Brait Builders Corp.

**BOURNE**  
 BOURNE INTERMEDIATE SCHOOL FORMERLY PEBBLES ELEMENTARY SCHOOL  
 CHANGE ORDERS

Construction Type: NEW  
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 Approx. % Complete & SC Date 74% & 5/20/2019  
 Delivery Method: DBB

PCO #	Description	Requested By	Net Added	Net Deducted	Rework Y / N?	Ineligible for Grant Participation	Eligible for Grant Participation	Approximate Cost by Trade*						Reason for Change**				Comment	
								Structural	Site	Utilities	Plumbing	Electrical	HVAC	Misc.	Design Issue	New Scope Directed by Owner	Differing Conditions		New Scope Directed by 3rd Party
<b>Change Order #009</b>			<b>\$31,574.09</b>																
24	Custom vinyl wall graphic per Owner request.	Owner	2,228		NO	2,228									2,228				This change adds 6" high custom vinyl wall graphics reading "One School, One Community" above the 10 acrylic wall panels on the east wall of the main corridor outside the administration suite. This graphic was not required by the original contract documents. <b>New scope directed by Owner is ineligible for reimbursement.</b>
36R1	Ductwork and insulation at AHU connection to louver.	General Contractor	5,912		NO	5,912					5,912			5,912					The contract documents call for both intake and exhaust ductwork to run from the AHU's above the Cafeteria and Gym to tie into a large exterior louver that overlays a large steel truss. The intakes and exhausts must be separated by a minimum of 10'. In trying to do this during coordination, the ductwork had to be shifted and resized causing it to envelope several of the truss cross members rather than going through the gaps between the truss members as originally shown. This increased the amount of sheetmetal and insulation necessary to make the connections and to wrap the truss members.
41	Conceal exposed sprinkler lines @ loading dock ceiling.	General Contractor	6,421		NO	6,421			6,421					6,421					The contract documents show the sprinkler piping and heads to be exposed below the ceiling of the loading dock. The contractor proposed a cost to conceal the piping above the ceiling and poke the heads through the ceiling. This approach will look better and decrease the likelihood of future damage to the sprinkler system.
45	Remove and dispose of 150 lf of transite pipe.	General Contractor	6,426		NO	6,426		6,426						6,426					The contract documents advised the contractor of potential subsurface transite (asbestos containing material) pipe on site but did not give a quantity. The contract documents also required removal of any existing pipe within the building footprint. 150 LF of transite pipe was found within the building footprint and removed from the site. This change pays the contractor for the quantity of pipe that was encountered. <b>Removal of hazardous site material is ineligible for reimbursement.</b>
49	Additional AVB at east canopy aluminum panels.	General Contractor	1,852		NO	1,852								1,852					The entire building is wrapped in a continuous air vapor barrier (AVB). While the AVB wraps the canopy structure, a gutter framing system projects out from the canopy that is not covered by the AVB. The AVB needs to be extended out to wrap this projection to prevent water infiltration.
51	Provide FRP at drywall within Kitchen 152.	Designer	8,736		NO	8,736								8,736					The walls in the kitchen are a combination of CMU and drywall. Fiberglass reinforced panels (FRP) were provided over the drywall walls for cleanability and improved maintenance.
24	<b>Construction Contract Amount (without GMP)</b>	<b>\$30,910,366</b>	<b>\$261,429</b>	<b>-\$3,124</b>		<b>\$160,025</b>	<b>\$98,280</b>	<b>\$0</b>	<b>\$34,311</b>	<b>\$16,441</b>	<b>\$36,458</b>	<b>\$44,407</b>	<b>\$7,208</b>	<b>\$119,481</b>	<b>\$117,158</b>	<b>\$91,901</b>	<b>\$0</b>	<b>\$49,246</b>	
			<b>0.85%</b>	<b>-0.01%</b>		<b>0.52%</b>	<b>0.32%</b>	<b>0.00%</b>	<b>0.11%</b>	<b>0.05%</b>	<b>0.12%</b>	<b>0.14%</b>	<b>0.02%</b>	<b>0.39%</b>	<b>0.38%</b>	<b>0.30%</b>	<b>0.00%</b>	<b>0.16%</b>	
				\$258,305 0.84%		\$258,305 0.84%								\$258,305 0.84%				\$258,305 0.84%	

OPM: SMMA  
 Designer: Flansburgh Associates  
 Contractor: Brait Builders Corp.

**BOURNE**  
 BOURNE INTERMEDIATE SCHOOL FORMERLY PEBBLES ELEMENTARY SCHOOL  
 CHANGE ORDERS

Construction Type: NEW  
 Reimbursement Rate: 48.63%  
 Approx. % Complete & SC Date 74% & 5/20/2019  
 Delivery Method: DBB

PCO #	Description	Requested By	Net Added	Net Deducted	Rework Y / N?	Ineligible for Grant Participation	Eligible for Grant Participation	Approximate Cost by Trade*						Reason for Change**			Comment		
								Structural	Site	Utilities	Plumbing	Electrical	HVAC	Misc.	Design Issue	New Scope Directed by Owner		Differing Conditions	New Scope Directed by 3rd Party
<b>Construction Change Order Summary</b> (Data Based on PFA, PFA Amendment No. 1)								<b>SITE CAP</b>						<b>FF&amp;E CAP</b>			<b>Change Orders Pending</b>		
1	Construction Contract Amount (without GMP Contingency)			\$30,910,366				Base Project Cost										CO #	\$0
2	Total Construction Contingency Budget			\$3,045,710				Less Site work & Demo										CO #	\$0
3	Net Adjustments to Construction Contingency Budget by Approved Budget Revision Requests (BRR's). (Does not include budget transfers from Construction Contingency to Changes Orders)			\$0														PCO #	
4	Construction Contract Amount (without GMP Contingency) (Including Total Construction Change Order Numbers 1-6) (Line 1 + Line 13)			\$31,168,671															
5	Total Construction Change Orders as % of Construction Contract Amount (without GMP Contingency) (Line 13 / Line 1)			0.84%				<b>SITE CAP MAXIMUM</b>	2,648,554										
6	Total Construction Change Orders Eligible for Reimbursement as % of Total Construction Change Orders (Line 14 / Line 13)			38.05%				PFA - Budget Site Costs	72										
7	Total Construction Change Orders Eligible for Reimbursement as % of Construction Contract Amount (without GMP Contingency) (Line 14 / Line 1)			0.32%				Budget Amt. Under/(Over) Cap	2,648,482										
8	Total Construction Change Orders Eligible for Reimbursement as % of Revised Total Construction Contingency Budget (Line 14 / Line 10)			3.23%				Proposed Eligible Site Change Orders	-										
9	Total Construction Change Orders Eligible for Reimbursement as % of Maximum Potentially Eligible Construction Contingency (Including Approved BRR's) (Line 14 / Line 12)			31.79%															
								(Per PFA Budget)											
10	Revised Total Construction Contingency Budget (Line 2 + Line 3)			\$3,045,710															
11	Ineligible Construction Contingency Budget (If Any, Including Approved BRR's)			\$2,736,606															
12	Maximum Potentially Eligible Construction Contingency (Including Approved BRR's) (Line 10 - Line 11)			<b>\$309,104</b>															
13	Total Construction Change Order Numbers 1-9			\$258,305															
14	Total Construction Change Orders Eligible for Reimbursement, Subject to Reimbursement Rate and Audit			\$98,280															
15	Amount Remaining of Revised Total Construction Contingency Budget (Negative amount indicates insufficient Construction Contingency Budget. BRR required.) (Line 10 - Line 13)			\$2,787,405															
16	Amount Remaining of Maximum Potentially Eligible Construction Contingency (Including Approved BRR's) (Negative amount indicates grant basis has been exceeded) (Line 12 - Line 14)			\$210,824															
17	Maximum Potentially Eligible Construction Contingency less Total Construction Change Orders (Applies to projects not subject to Project Advisory 22. Once amount is negative, all subsequent debit change requests will not be eligible.) (Line 12 - Line 13)			\$50,799															
18	Total Credit Change Order Amount Reducing GMP Contingency			\$0															

\*The District must characterize the above specified categories including: a) Description, b) Requested by, c) Net Added/Deducted, d) Rework [stating yes or no], e) Amount Ineligible/Eligible for Grant Participation, f) Approximate Cost by Trade, g) Reason for the Change, and h) Comment [rationale/necessity] for the change).

**MEMORANDUM**

To: Peebles Elementary School Building Committee Date: 4/18/2019  
From: Joel G. Seeley, AIA Project No.: 15041  
Project: **New Peebles Elementary School**  
Re: **Designer Amendment No. 15: Hazardous Materials Monitoring Services  
for Construction Phase**  
Distribution: (MF)

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**DESIGNER AMENDMENT NO. 15: HAZARDOUS MATERIALS MONITORING SERVICES  
FOR CONSTRUCTION PHASE**

**FEE:** \$80,767.50

**REASON:** Provide Hazardous Materials Monitoring Services during the Construction Phase.

**BUDGET AVAILABILITY:** This Amendment would be funded out of the Hazardous Materials Budget, ProPay Code 0204-0200, which has the current balance of \$100,000.00.

# ATTACHMENT F

## CONTRACT FOR DESIGNER SERVICES AMENDMENT NO. 15

**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 April 18, 2019, 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	\$ 76,153.00		\$ 326,153.00
Schematic Design Phase	\$ 115,000.00	\$ 20,775.00		\$ 135,775.00
Design Development Phase	\$	\$ 558,432.00		\$ 558,432.00
Construction Document Phase	\$	\$ 1,076,500.00	\$ 80,767.50	\$ 1,157,267.50
Bidding Phase	\$	\$ 130,000.00		\$ 130,000.00
Construction Phase	\$	\$ 874,000.00		\$ 874,000.00
Completion Phase	\$	\$ 132,037.00		\$ 132,037.00
<b>Total Fee</b>	<b>\$ 365,000.00</b>	<b>\$2,867,897.00</b>	<b>\$ 80,767.50</b>	<b>\$3,313,664.50</b>

This Amendment is a result of: Providing Hazardous Materials Monitoring Services during Construction Phase.

---

MSBA ProPay Code 0204-0200.

3. The Construction Budget shall be as follows:

Original Budget:	<u>\$30,910,366.00</u>
Amended Budget	<u>\$30,910,366.00</u>

4. The Project Schedule shall be as follows:

Original Schedule:	<u>Project Completion: November 29, 2019</u>
Amended Schedule	<u>Project Completion: November 29, 2019</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

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

March 14, 2019

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

RE: Bourne Public Schools  
Construction Phase Hazardous Material Services

Dear Joel,

Attached is a proposal from Fuss & O'Neil EnviroScience LLC for construction phase hazardous material submittal review and monitoring services. The services will include evaluation of abatement contractor submittals, pre-abatement visual inspection, monitoring of work to verify adherence to technical specifications, periodically collect and analyze on-site air samples, and routinely check regulated work area barriers for integrity. The work will be performed on an hourly basis for a total of \$73,425. These fees are reimbursable expenses as defined in the primary MSBA contract in articles 4.11 and 9 with a 10% allowable markup. Therefore the total cost is  $\$73,425 \times 1.1 = \$80,767.50$ . Please prepare a Contract Amendment for our signature.

Sincerely,

FLANSBURGH ASSOCIATES INC



Kent D. Kovacs, AIA LEED AP  
Principal



March 12, 2019

Mr. Kent Kovacs  
Vice President  
Flansburgh Architects  
77 North Washington Street  
Boston, MA 02114

**RE: Asbestos-Containing Building Materials Consulting Services**  
**James F. Peebles Elementary School**  
**70 Trowbridge Road, Bourne, MA**  
Fuss & O'Neill Reference No. 20150666.A50

Dear Mr. Kovacs:

Fuss & O'Neill, Inc. (Fuss & O'Neill) is pleased to submit this proposal to provide construction administration, asbestos project monitoring, and tank closure services to facilitate demolition activities to occur at the James F. Peebles Elementary School located at 70 Trowbridge Road in Bourne, Massachusetts (the "Site"). This proposal was developed for the exclusive use of Flansburgh Architects (the "Client").

Our services encompass those needed to implement a successful and timely demolition project. These services will be provided cost-effectively and in compliance with applicable laws and regulations of the United States Environmental Protection Agency (EPA) and the Commonwealth of Massachusetts Departments of Environmental Protection (MassDEP) and Labor Standards (MADLS).

Our proposal is based on our evaluation of the project requirements and Fuss & O'Neill's ability to meet those requirements.

108 Myrtle Street  
Suite 502  
Quincy, MA  
02171  
t 617.282.4675  
800.286.2469  
f 617.481.5885

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

California  
Connecticut  
Maine  
Massachusetts  
New Hampshire  
Rhode Island  
Vermont

## Project Background

Fuss & O'Neill understands the Site building will be demolished upon completion of the new elementary school. We understand the demolition project is not anticipated to begin until Summer 2019.



Mr. Kent Kovacs

March 12, 2019

Page 2

## Scope of Services

Fuss & O'Neill proposes to provide the following services:

### **A. Hazardous Building Materials Construction Administration & Project Monitoring**

#### **1. Pre-Construction**

Fuss & O'Neill will attend pre-construction meetings with the Owner and the selected abatement contractors.

#### **2. Pre-Abatement Services**

Fuss & O'Neill will provide the necessary advice and support to evaluate abatement contractor submittals. To accomplish this task, Fuss & O'Neill will review the abatement contractor's submittals and provide an action stamp with an itemized list of noted deficiencies.

#### **3. Project Monitoring and Daily Documentation**

Fuss & O'Neill will observe pre-cleaning, safety procedures, and construction of negative pressure enclosures, three-stage decontamination units, and the use of sufficient air pressure differential systems. Fuss & O'Neill will also conduct pre-abatement work area visual inspections.

Fuss & O'Neill will provide trained, experienced, and Massachusetts-certified Asbestos Project Monitor(s) (the "Project Monitor") to monitor airborne fiber concentrations and to verify adherence to technical specifications during abatement activities. If deviations are noted, Fuss & O'Neill's Project Monitor will notify the Construction Manager/Owner, who will have the authority to stop the abatement work at any time it is determined that conditions are not within the specification, or that a health hazard might exist for other employees or building occupants, or that the potential exists for contamination of the environment.

The Project Monitor's specific on-site duties will include:

- Document the asbestos abatement contractor is adhering to standard procedures identified in the technical specification during abatement work.
- Periodically collect and analyze on-site air samples by Phase Contrast Microscopy (PCM) to evaluate total airborne fiber concentrations in the work area, as well as areas adjacent to abatement activities.



Mr. Kent Kovacs

March 12, 2019

Page 3

- Routinely check regulated work area barriers for integrity, adherence to standard operating procedures, and ensure proper engineering control systems are in place. The monitoring frequency will be determined by our Project Monitor based on good professional judgment.

Fuss & O'Neill will conduct a final visual inspection for areas of asbestos removal to ensure the scope of abatement work has been completed, and to provide a final visual inspection form once abatement is complete. Fuss & O'Neill will also conduct final clearance air sampling subsequent to the final visual inspection within each interior work area.

Collected air samples will be analyzed by PCM (or as required by TEM) and be compared to MADLS re-occupancy standards. PCM samples will be analyzed on-site by the Project Monitor.

#### **4. Monitoring Summary Report**

Upon project completion, Fuss & O'Neill will prepare a monitoring summary report, which will include the following:

- Project introduction and summary;
- Final visual inspection forms; and
- Air sampling analysis worksheets.

#### **B. Tank Closure Services**

Fuss & O'Neill will perform the following series of tank closure services:

- Review submittals from the selected UST removal contractor.
- One day of field observation during the UST removal, with an inspector present to observe and document closure conditions
- Collection of up to eight (8) soil samples for laboratory analysis (for EPH with target PAH)
- Preparation of a *UST Closure Assessment Report* documenting the permanent removal and closure of the UST for the site owner's records

The number of soil samples required to close the UST system is estimated based on assumed UST dimensions. Additional samples may be required based on the actual dimensions of the excavation and observations at closure. If additional sampling is required, we will contact you prior to incurring the additional expense.



Mr. Kent Kovacs

March 12, 2019

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We assume no reportable conditions per 310 CMR 40.0300 identified during the Closure. If a reportable condition is identified, immediate response actions can be performed on a time and material basis.

## Project Fees

### A. Hazardous Building Materials Construction Administration & Project Monitoring

Fuss & O'Neill will provide construction administration & project monitoring services in accordance with the follow fee schedule:

- |   |             |
|---|-------------|
| 1. Construction Meeting Attendance  | \$3,700.00  |
| <i>Assume 20 hours @ \$185.00/hour for up to 5, 4-hour meetings.</i>  |             |
| <i>Actual billings will be based on meeting durations.</i>  |             |
| 2. Construction Administration Services   | \$3,000.00  |
| <i>Includes Submittal Review, RFI Support &amp; Pay Requisition Review</i>  |             |
| <i>Services shall be provided on T&amp;M basis based on an hourly rate of \$185.00/hour</i>                                     |             |
| 3. Project Monitoring:  |             |
| For an (on-site) 8-hour, full-shift day during normal working hours   | \$39,600.00 |
| Estimate 60 days @ \$660.00/day   |             |
| <i>Note: work in excess of eight-hours in any one day, off-normal work hours, or weekends will be invoiced at \$120.00/hour</i> |             |
| For a (on-site) 4-hour, half-shift day during normal working hours  | \$2,125.00  |
| Estimate 5 days @ \$425.00/day  |             |
| PCM Air Sample Analysis   | \$3,200.00  |
| Estimate 320 samples @ \$10.00/sample (~8 per full-shift day)   |             |
| TEM Air Sample Analysis (24-hour turnaround)  | \$1,700.00  |
| Estimate 4 sample sets (5 samples/set) @ \$425.00/set   |             |
| <i>Note: this assumes larger clearance areas for floor tile and ceiling plaster abatement</i>                                   |             |
| Project Management  | \$11,100.00 |
| Estimate 60 hours @ \$185.00/hour   |             |



Mr. Kent Kovacs

March 12, 2019

Page 5

*Note: Monitoring days, PCM Air Sample Analysis, TEM Air Sample Analysis, & Project Management amounts are an estimate only. Actual amounts may vary dependent upon project phasing and abatement contractor commitment.*

4.	Monitoring Summary Report	<u>\$1,000.00</u>
----	---------------------------	-------------------

	<b>Estimated Task A Subtotal</b>	<b>\$65,425.00</b>
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## **B. Tank Closure Services**

	Submittals review, field observation, sample collection, & report development	\$8,000.00
--	--	------------

	<b>Estimated Total Project Cost</b>	<b>\$73,425.00</b>
--	-------------------------------------	--------------------

### **Additional Optional Services:**

PLM Bulk Sample Analysis (24-hour turnaround)	\$18.00/sample
PLM Bulk Sample Analysis (6-hr turnaround)	\$35.00/sample

## **Terms and Conditions**

The attached General Terms and Conditions are an integral part of this agreement. This proposal shall be valid up until the anticipated start of work (June 2019).

## **Agreement for Services**

If you are in agreement with this proposal and the attached General Terms and Conditions, please indicate by signing the Authorization to Proceed and returning it to our office via email, mail or fax.





Mr. Kent Kovacs  
March 12, 2019  
Page 6

## Initiation of Services

Services will commence upon receipt of the signed Authorization to Proceed.

If you should have any questions related to this proposal, please contact me at 617-282-4675, extension 4703. We look forward to working with you on this project.

Sincerely,

A handwritten signature in black ink that reads 'D. A. Diedricksen'.

Dustin A. Diedricksen  
Associate/Department Manager

DD/gr

Attachments: Authorization to Proceed  
General Terms and Conditions

## Authorization to Proceed

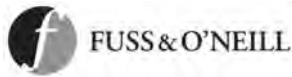
Mr. Dustin Diedricksen  
Associate/Department Manager  
Fuss & O'Neill, Inc.  
108 Myrtle Street, Suite 502  
Quincy, MA 02171  
[ddiedricksen@fando.com](mailto:ddiedricksen@fando.com)

**RE: Asbestos-Containing Building Materials Consulting Services  
James F. Peebles Elementary School  
70 Trowbridge Road, Bourne, MA  
Fuss & O'Neill Fuss & O'Neill, LLC No. 20150666.A50**

Dear Mr. Diedricksen:

I hereby authorize Fuss & O'Neill, Inc. to proceed with the above-referenced project in accordance with the General Terms and Conditions and proposal dated March 12, 2019. I understand that billing will be monthly, payable within thirty (30) days of date of invoice with interest accruing at the rate of 1.5% per month thereafter. A 15% administration charge will be added to subcontract services that are billed through Fuss & O'Neill, Inc. I further understand that Flansburgh Architects will be responsible for the reasonable cost of collection.

_____	_____
Printed Name	Date
_____	_____
Signature	Title



## GENERAL TERMS AND CONDITIONS

Attached to and incorporated into the Proposal that, as executed, shall serve as an agreement between Flansburgh Architects (Client) and Fuss & O'Neill, Inc. (Consultant) dated March 12, 2019 in respect of the Project described therein.

### 1.0 GENERAL

Consultant shall perform for Client professional consulting services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as Client's professional consulting representative for the Project.

Any provisions of this Agreement held in violation of any law or ordinance shall be deemed stricken and all remaining provisions shall continue valid and binding upon the parties. Client and Consultant shall attempt in good faith to replace any invalid or unenforceable provisions of this Agreement with provisions which are valid and enforceable and which express the intention of the original provisions.

Client shall reimburse Consultant for all costs of modifications and any additional services required to comply with laws, rules or regulations first coming into effect after the signing of this Agreement, charges for which will be based on Consultant's fee schedule at the time the additional services are performed. It is understood that various codes and regulations are subject to varying and sometimes contradictory interpretation. Consultant will exercise its professional skill and care consistent with the generally accepted standard of care applicable to the geographical locale to provide a work product that complies with such regulations and codes. Consultant does not warrant that all documents issued by it shall comply with said regulations and codes.

### 2.0 MEANING OF TERMS

As used herein the term "Agreement" refers to the Proposal Letter or Agreement to which these General Terms and Conditions are attached and in which they are incorporated as if they were part of one and the same document.

### 3.0 CLIENT'S RESPONSIBILITIES

Client shall:

- Provide all criteria and complete information as to Client's requirements for the Project,

- Designate a person to act with authority on the Client's behalf in respect to all aspects of the Project,
- Examine and respond promptly to the Consultant's submissions,
- Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any perceived defect in the work,
- Guarantee access to and make all provisions for the Consultant to enter lawfully upon public and private property,
- As appropriate and required by law, bear responsibility for reporting significant and/or material environmental hazards of contaminated property.

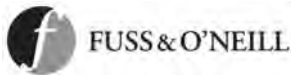
Unless otherwise specifically indicated in writing, Consultant shall be entitled to rely unconditionally and without liability on the accuracy and completeness of information provided by Client, Client's consultants and contractors, and information from public records, without the need for independent verification.

Client acknowledges that if Consultant's professional services involve the use of vehicles or other equipment as part of Project, some damage to the project site could occur. Client understands that unless specifically stated in the Agreement, and provided Consultant uses reasonable care, correction of such damage shall not be the responsibility of Consultant.

### 4.0 REUSE OF DOCUMENTS

All documents, including reports, electronic media, drawings and specifications, prepared or furnished by Consultant and its subsidiaries, independent professional associates, subconsultants and subcontractors pursuant to this Agreement are instruments of service in respect of a particular Project and Consultant shall retain ownership and property interests therein whether or not the Project is completed. Client may make and retain copies of such documents for information and reference in connection with the Project, However, such documents are not intended or represented to be suitable for reuse by Client, including extensions of the Project or on any other project, nor are they to be relied upon by anyone other than Client.

Copies of documents that may be relied upon by Client are limited to printed copies that are signed



or sealed by Consultant, or PDF files prepared, issued, and digitally signed and encrypted by the Consultant. Other files in electronic media, including but not limited to CAD or other similar electronic drawings, other electronic media, text, data and graphics files will be made available solely as a convenience and any conclusion or information obtained or derived from such other electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this Project.

Any reuse, modification or disbursement by Client of Consultant's documents to third parties without written consent of Consultant including, but not limited to, any corruption or alteration arising out of the transmission of electronic files or occurring to such electronic files once leaving the custody of Consultant will be at Client's sole risk and without any liability or legal exposure to Consultant or its subsidiaries, independent professional associates, subconsultants, and subcontractors. Accordingly, Client shall, to the fullest extent permitted by law, defend, indemnify and hold Consultant harmless from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions and damages whatsoever arising out of or resulting from such unauthorized reuse, modification or disbursement.

Any request by Client for Project-specific adaptation by Consultant will entitle the Consultant to further compensation at rates to be agreed upon by Client and Consultant.

Consultant shall retain all records in its custody and control that are pertinent to performance under this Agreement in accordance with its record retention policy, as amended from time to time. Consultant shall make such records available to Client for inspection and reproduction upon Client's reasonable request, advance notice and at Client's expense.

## 5.0 OPINIONS OF COST

Unless expressly stipulated in the Proposal, Consultant's services do not include any express or implied endorsement or evaluation of, or comment upon, the relationship of the Project's development, construction, operational, and maintenance costs to the financial value or viability of the Project.

Since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or over Contractor's methods of determining prices, its means, methods and sequencing, or over competitive bidding or market conditions, Consultant's opinions of probable total project costs and construction cost, if any, are made based solely upon the Consultant's experience and qualifications, and represent Consultant's best judgment as an experienced and qualified professional familiar with the construction industry. Consultant cannot, and does not, guarantee or warrant that proposals, bids or actual total project or construction costs will not vary from opinions of probable cost prepared by Consultant. If

prior to the bidding or negotiating phase the Client wishes greater assurance as to total project or construction costs, Client shall employ an independent cost estimator.

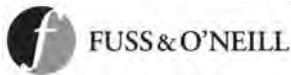
## 6.0 SUCCESSORS AND ASSIGNS

6.1 Neither Client nor Consultant shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from retaining such independent professional associates and consultants, as the Consultant may deem appropriate to assist in the performance of services hereunder.

6.2 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party.

## 7.0 MEDIATION

Prior to the initiation of litigation in a court of competent jurisdiction, the parties to this Agreement agree to submit all claims, disputes or controversies arising out of or in relation to the interpretation, application or enforcement of this Agreement to non-binding mediation. Such



mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree. The party seeking to initiate mediation shall do so by submitting a formal, written request to the other party to this Agreement. This section 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 claim or dispute under the laws of the Commonwealth of Massachusetts

## **8.0 PURCHASE ORDERS**

In the event Client issues a purchase order or other instrument related to Consultant's services, it is understood and agreed that such document is for Client's internal accounting purposes only and shall in no way modify, add to, delete or supersede any of the terms and conditions of this Agreement and these Terms and Conditions incorporated therein. If Client does issue a purchase order or other similar instrument, it is understood and agreed that Consultant shall indicate the purchase order number on the invoices sent to Client.

## **9.0 SUBCONSULTANTS**

Except as expressly agreed, Client will directly retain other consultants whose services are required in connection with the Project. As a service, Consultant may advise Client with respect to selecting other consultants, and may assist Client in coordinating and monitoring the performance of other consultants as an additional service for which Consultant is entitled to an agreed fee. However, in no event will Consultant assume any liability or responsibility for the work performed by other consultants, or for their failure to perform any work, regardless of whether Consultant retains them directly or as subconsultants, or only coordinates and monitors their work. When Consultant does engage a subconsultant on behalf of Client, the expenses incurred, including rental of special equipment necessary for the work will be billed as they are incurred, subject to an administrative markup of 15 percent, or as specified in the rate table or billing terms in effect at the time the services are provided. By engaging Consultant to perform services, Client agrees to hold Consultant, its directors, officers, employees, and other agents harmless against any claims, demands, costs, or judgments relating in any way to the performance or non-performance of work by another consultant or subconsultant for which Consultant is not legally liable and which

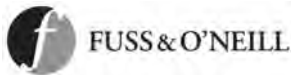
Consultant does not control, except claims for personal injury, death, or personal property damage caused solely by the negligence of Consultant's employees.

## **10.0 INDEMNIFICATION**

**10.1** Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives from and against liability for all damages, including reasonable attorneys' fees, to the extent such damages are caused by the indemnifying party's negligent acts, errors, or omissions, as ultimately adjudicated. In the event damages are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence, as ultimately adjudicated.

**10.2** Consultant shall under no circumstances be considered the generator of any hazardous substances, pollutants or contaminants encountered or handled in the performance of Consultant's services. In the event that the Consultant or any other party encounters asbestos or toxic materials at the job site which was previously unknown or had not been disclosed to Consultant, or should it become known that certain materials may be present at the job site or any adjacent areas that may affect the performance of the Consultant's services, Consultant shall notify Client and may, at its option and without liability for consequential or any other damages, suspend performance of service on the Project until Client retains appropriate specialist consultants to identify, abate and/or remove the asbestos or hazardous or toxic material, and Client warrants to Consultant that the job site is in full compliance with applicable laws and regulations with regard to said substances.

**10.3** Neither party shall have liability for loss of product, loss of profit, loss of use, or any other indirect, incidental, special, or consequential damages incurred by the other party, whether brought as an action for breach of contract, breach of warranty, tort, or strict liability, and irrespective of whether caused or allegedly caused by either party's negligence; and Client agrees to defend, indemnify and hold Consultant harmless with respect to any such claims. Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.



**10.4** Consultant and Client agree that should Consultant's services not include construction phase services, Client shall be solely responsible for interpreting any contract documents and observing the work of Contractor to discover, correct or mitigate errors, inconsistencies or omissions. If Client authorizes deviations, recorded or unrecorded, from the documents prepared by Consultant, Client shall not bring any claim against Consultant and shall indemnify and hold Consultant, its agents, representatives and employees harmless from and against claims, losses, damages and expenses including, but not limited to, defense costs and the time expended by Consultant, its employees, agents and representatives, to the extent such claim, loss, damage or expense arises out of or results in whole or in part from such deviations, regardless of whether or not such claim, loss, damage or expense is caused in part by a party indemnified under this provision.

**10.5** In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of limitations or statute of repose.

#### **11.0 LIMITATION OF LIABILITY**

Notwithstanding any other provision of these General Terms and Conditions, to the extent Consultant is adjudicated liable, Consultant's liability to Client for any loss or damage arising out of or in connection with the accompanying Proposal or any related Agreement from any cause, including Consultant's professional negligent errors or omissions, shall not exceed the greater of \$50,000 or the total compensation received by Consultant hereunder, and the Client expressly releases the Consultant from any liability above such amount.

#### **12.0 STANDARD OF CARE**

All services of Consultant and those for whom it is legally liable will be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. Consultant expressly disclaims any and all other warranties, whether express or implied, with respect to the services rendered hereunder.

#### **13.0 CHANGES OR DELAYS**

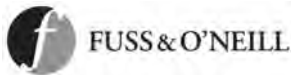
Unless the accompanying Agreement/Proposal provides otherwise, the proposed fees constitute Consultant's estimate to perform the services required to complete the Project as Consultant understands it to be defined, and subject to the accuracy of information provided to the Consultant at that time. For those projects involving conceptual or process development work, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope, timeframe or cost. Consultant will inform Client of such situations so that negotiation of change in scope and adjustment to the time of performance and fees may be accomplished as required. If such change, additional services, or delay in commencement of the project, unanticipated delay in construction of the project or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, regardless of the reason or cause, an equitable adjustment shall be made and the Agreement modified accordingly. No work shall commence until the Parties have mutually agreed upon and memorialized any changes in writing signed by both Parties.

Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by Client's failure to provide specified facilities or information, Client's failure to make payment in accordance with its obligations under this Agreement, or for delays caused by unpredictable occurrences or force majeure including, but not limited to, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdown, acts of God or of the public enemy, or acts or regulations of any governmental agency. Temporary work stoppage caused by any of the above will result in additional cost (reflecting a change in scope) beyond that outlined in the Agreement to which Consultant is entitled to payment.

#### **14.0 PAYMENT**

Consultant shall typically invoice Client for services performed under this Agreement on a monthly basis, and Client shall pay Consultant's invoices within thirty (30) days of receipt. Payment shall be delivered to: Fuss & O'Neill, Inc. at 146 Hartford Road, Manchester, CT 06040 or by EFT/ACH transfer to Bank of America, Account # 385016029253, ABA #011900254. Client agrees to bring to Consultant's attention in





writing any questions regarding Consultant's invoice within ten (10) days of receipt. In the event that Client does not provide Consultant with written questions within ten (10) days, the invoice shall be deemed accurate and acceptable to Client. If Client fails to make any payment due Consultant for services, expenses or other charges within thirty (30) days after receipt of Consultant's invoice therefor, the amounts due Consultant will be increased at the rate of one and one half (1.5%) percent per month from the thirtieth day after the invoice was received and, additionally, Consultant may, after giving a minimum of seven (7) days' written notice to Client, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses and charges. Consultant may at its sole discretion suspend services on any or all other projects being performed by Consultant for Client under any other agreements until Consultant has been paid in full for all amounts due for services, expenses and any other charges under this Agreement. Client shall be responsible for the reasonable cost of collection including reasonable attorneys' fees and costs.

#### **15.0 TERMINATION**

The obligation to provide services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event either party fails to substantially perform in accordance with the terms of this Agreement, and these incorporated Terms and Conditions, through no fault of the terminating party. In the event of any termination, for whatever reason, Client shall pay Consultant for all services rendered to the date of termination, all reimbursable expenses and termination expenses. Failure to make payments in accordance herewith shall constitute substantial nonperformance. This Agreement shall automatically terminate if payments are not brought current within seven (7) days of notice of termination.

#### **16.0 CONTROLLING LAW**

This Agreement is to be governed by the law of the Commonwealth of Massachusetts.

#### **17.0 SUBSURFACE INVESTIGATIONS**

Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with appropriate equipment and experienced personnel under the direction of a trained professional which functions in accordance with a professional standard of practice may fail to

detect certain hidden conditions. The passage of time also must be considered, and Client recognizes that due to natural occurrences or direct or indirect human intervention at the Site or a distance from it, actual conditions may quickly change. Consultant shall not be liable for such alteration or damage or for damage to, or interference with any subterranean structure, pipe, tank, cable, or other element or condition whose nature and location are not called to Consultant's attention in writing before exploration commences.

#### **18.0 LITIGATION AND ADDITIONAL WORK**

In the event Consultant is to prepare for or appear in any litigation on behalf of Client, or is to make investigations of reports on matters not covered by this Agreement, or is to perform other services not included herein, additional compensation shall be paid to Consultant, charges for which will be based upon Consultant's fee schedule at the time the additional services are performed.

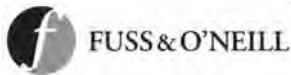
#### **19.0 INSURANCE**

Consultant will secure and maintain such insurance as will protect Consultant from claims under the Workmen's Compensation Act and from claims for bodily injury, death or property damage that may arise from the performance of Consultant's services under this Agreement.

Consultant will secure and maintain professional liability insurance for protection against claims arising out of the performance of professional services under this Agreement caused by negligent errors or omissions for which Consultant is adjudicated liable, and further subject to the indemnification and limitation of liability provisions contained in this Agreement and the incorporated Terms & Conditions. Consultant shall request that all of its subcontractors/subconsultants carry insurance of similar types and with similar limits of coverage as required for Consultant.

#### **20.0 SALES TAX EXEMPTION CERTIFICATE**

Client must provide Consultant a sales tax exemption certificate within fifteen (15) days after the effective date of this Agreement for any exemptions claimed by Client from the sales tax for any services performed or for any tangible personal property purchased under this Agreement. In the event that Client fails to provide Consultant with such an exemption certificate within that time period, Client shall be



solely responsible for obtaining a refund for any and all sales tax collected or paid by Consultant in connection with the performance of this Agreement before Client provides Consultant with such exemption certificate, including any sales tax paid by Consultant to subcontractors, engineers, suppliers or any other individual entity.

#### **21.0 PERIOD OF SERVICE**

Consultant shall proceed with the services under this Agreement promptly and will diligently prosecute the work to completion subject to any delays due to strikes, action of the elements, act of any government, civil disturbances or any other cause beyond the reasonable control of Consultant.

#### **22.0 NOTICE REQUIREMENTS**

If Client alleges that it has discovered a negligent defect, fault, error, non-compliance or omission in Consultant's services, it shall give written notice to the Consultant within thirty (30) days of the date it identifies any negligent defect, fault, error, non-compliance or omission in Consultant's services. Notice shall include a detailed description of the nature of the alleged negligent defect, fault, error, non-compliance or omission. Client agrees that failure to give such notice shall result in Client's waiver of the claim. Additionally, Client agrees that failure to give such notice from the time it reasonably should have discovered any alleged defect, fault, error, non-compliance or omission in Consultant's services, and failed to give proper notice, shall result in Client's waiver of the claim. All claims against Consultant, whether grounded in contract, tort, or otherwise, shall be brought no later than two (2) years from the date of issuance of the invoice relating to the services giving rise to the claim. Client expressly waives any applicable discovery rule or applicable statute of repose for any services provided under this Agreement.

#### **23.0 PROPRIETARY RIGHTS OF CONSULTANT**

Client acknowledges that Consultant has developed systems, processes, apparatus, analytical tools and methods which are proprietary to Consultant and which are used in its business. Such systems, processes, apparatus, analytical tools and methods (including software, patents, copyrights and other intellectual property), and all derivations, enhancements or modifications thereof made by Consultant including those as a result of work performed by Consultant hereunder, shall be and remain the property of Consultant.

#### **24.0 PHOTOGRAPHIC/ARTISTIC REPRESENTATIONS**

Consultant shall have the right to use photographic and artistic representations of the Project for promotional or professional purposes. Consultant shall make its best effort to exclude proprietary or confidential information. Client agrees to notify Consultant in writing of specific proprietary or confidential information to be excluded.



**Town of Bourne**  
 24 Perry Avenue  
 Bourne, MA 02532

**TECHNOLOGY PURCHASE ORDER**

**BILL:**

**Town of Bourne**  
 24 Perry Avenue  
 Bourne, Massachusetts 02532

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES,  
 AND SHIPPING PAPERS

**PO # - TECH - 007**

**DATE:** \_\_\_\_\_

**VENDOR:**

HUB Technical Services

**SHIP TO:**

Name Bourne Intermediate School

44 Norfolk Ave, South Easton, MA

Address 70 Trowbridge Road, Bourne MA 02532

[pshiff@hubtech.com](mailto:pshiff@hubtech.com)

508-238-9887

QUANTITY	ITEM/MODEL NO.	DESCRIPTION	PRICE PER UNIT	PRICE
48	81ES0007US	Lenovo 500e Chromebooks	\$ 315.41	\$ 15,139.68
8	LLTMW12-G	Luxor 12-Tablet Storage Cabinet	\$ 227.78	\$ 1,822.24
48	CROSSWDISEDU	Chrome OS Mgmt	\$ 26.68	\$ 1,280.64
48		Imaging and Deployment - White Glove	\$ 10.00	\$ 480.00
8		Cabinet Installation	\$ 145.00	\$ 1,160.00
				\$ -
<b>Purchase Order Total:</b>				<b>\$ 19,882.56</b>

**BUYER:** \_\_\_\_\_ **Town of Bourne**

**APPROVAL:** \_\_\_\_\_  
 Thomas Guerino, Town Administrator

**Important:**

Only items listed on this purchase order shall be payable.  
 All terms and conditions of the Bid Documents apply.

**HUB Technical Services, LLC**

Phone: 508-238-9887  
 Fax: 508-238-1146  
 44 Norfolk Avenue  
 South Easton, MA 02375

**Quote**

No.: **36750**  
 Date: 2/22/2019

Prepared for:  
 Noreen Baranowski  
 Bourne - Peebles Elementary School  
 70 Trowbridge Road  
 Bourne, MA 02532 U.S.A.

Prepared by: Paul Shiff  
 Account No.: 1777  
 Phone: (508) 759-0680

Quantity	Item ID	Description	UOM	Discount	Sell	Total
<b>MA ITC47 &amp; OFF 40 STATE CONTRACT PRICING</b>						
<b>CHROMEBOOK (6+ STORAGE)</b>						
48	81ES0007US	500e, Chrome, N3450, 4G, 32G, 1yr	EA	\$0.00	\$315.41	\$15,139.68
8	LLTMW12-G	12-Tablet Wall / Desk Charging Box	EA	\$0.00	\$227.78	\$1,822.24
48	CROSSWDISEDU	ACAD CHROMEOS MANAGEMENT SVC ONLY PERPETUAL LICs TERM	EA	\$0.00	\$26.68	\$1,280.64
48.00	Labor - Imaging and Deployment	Imaging and Deployment - White Glove Service	HR	\$0.00	\$10.00	\$480.00
8.00	Labor Tier S	Luxor cabinet installations (prevailing Wage Rates)	HR	\$0.00	\$145.00	\$1,160.00

Your Price: **\$19,882.56**

Total: **\$19,882.56**

Prices are firm until 3/24/2019

Terms: Net 30

**Prepared by:** Paul Shiff, pshiff@hubtechnical.com

**Date:** 2/22/2019

**Accepted by:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Disclaimer**

Quotation Valid for Thirty (30) Days

Tax, Freight, Insurance, Delivery, Setup Fees, Cabling and Cabling Services are not included unless specified above. All prices are subject to change without notice. Supply subject to availability.

**NEW BOURNE INTERMEDIATE SCHOOL**  
*FORMERLY THE PEEBLES ELEMENTARY SCHOOL*  
**BOURNE, MASSACHUSETTS**

**Change Order Budget Summary**

Change Order	Change Order Amount	Budget	
-	-	<b>\$ 1,545,518.00</b>	<b>Owner's Construction Contingency</b>
-		<b>\$ 2,920,366.00</b>	<b>PFA Amendment</b>
1	\$ 22,114.01		CR-001; CR-002R3
2	\$ 32,209.44		CR-003; CR-006; CR-008; CR-009; CR-011
3	\$ 13,561.47		CR-10R2; CR 12R1
4	\$ 28,669.16		CR-007A; CR014; CR-015
5	\$ 74,391.91		CR-016R1; CR-017; CR-018R1; CR-022R1
6	\$ 5,695.69		CR-020; CR-023; CR-027; CR-030; CR-032R1
7	\$ 31,541.76		CR-013R2; CR-026; CR-031
8	\$ 18,547.51		CR-029R2; CR-033; CR-037; CR-043; CR-044R1
9	\$ 31,574.09		CR-024; CR-036R1; CR-041; CR-045; CR-049; CR-051
10	\$ (42,944.82)		CR-005R1; CR-034R1; CR-055; CR-056
11	\$ 11,597.32		CR-054; CR-058; CR-062; CR-065

Change Order Total	Budget Total	Budget Balance
<b>TOTAL</b>	<b>\$ 226,957.54</b>	<b>\$ 4,465,884.00</b>
		<b>\$ 4,238,926.46</b>

Change Order #11 Summary

4/18/19

<b>Change Proposal Number</b>	<b>Change Value</b>
COR 054 – Add time capsule and plaque per owner request.	\$1,929.94
COR 058 – Provide dedication bricks per owner request.	\$5,165.59
COR 062 – Add acoustical ceiling at north end of iStudio for LEED.	\$3,628.55
COR 065 – Add valve for ansul system at kitchen exhaust hood.	\$873.24
<b>Total Change Order Value</b>	<b>\$11,597.32</b>

**COR 054 – Add time capsule and plaque per owner request. \$1,929.94**

A time capsule was added to the project to be placed under the bench in Lobby 101. A bronze wall plaque will identify the location of the time capsule and indicated the date when it will be re-opened.

**COR 058 – Provide dedication bricks per owner request. \$5,165.59**

An area adjacent to the main entry of the building called for dedication brick pavers by owner. We were asked to obtain a price from the contractor to provide these bricks. Bricks matching those to be inscribed will be placed where the final dedication bricks will be placed. These bricks will be replaced with inscribed bricks over time as dedication bricks are sold.

**COR 062 – Add acoustical ceiling at north end of iStudio for LEED. \$3,628.55**

Review of the contract documents and the LEED requirements by the acoustical engineer brought to light the need to provide additional acoustical material within the iStudio. Acoustical ceiling tiles will be attached to the drywall ceiling at the north end of this space to achieve the required acoustical value.

**COR 065 – Add valve for ansul system at kitchen exhaust hood. \$873.24**

The ansul (fire suppression) system for the kitchen exhaust hood requires two gas valves to function properly. Only one of the two valves was required by the contract documents. A second gas valve was added so that the system could be completed and tested.



# Change Order

PROJECT: New Pebbles Elementary School  
 (Name,Address) 70 Trowbridge Road  
 Bourne, MA 02532

CHANGE ORDER NUMBER: **11**  
 INITIATION DATE: April 15, 2019  
 ARCHITECTS PROJECT NO: 1514.00  
 CONTRACT FOR: New Construction  
 CONTRACT DATE: November 30, 2017

TO (Contractor): Brait Builders Corp.  
 57 Rockwood Rd., Suite 3  
 Marshfield, MA 02050

*You are directed to make the following changes in this Contract:*

PCO #	PR #	CCD #	Description	Time (days)	Amount
054	27		Add time capsule and plaque per owner request.	0	\$1,929.94
058	28		Provide brick dedication pavers per owner request.	0	\$5,165.59
062	30		Provide acoustical ceiling panels in iStudio per LEED.	0	\$3,628.55
065			Add valve for ansul system at kitchen exhaust hood.	0	\$873.24
				Total	<b>\$11,597.32</b>

Not valid until signed by both the Owner and Architect. Signature of the contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time. Reservations of rights for additional time extensions, costs or damages indicated on the attached materials shall be void and superseded by the changes identified on this cover sheet to the Contract Sum and Contract Time for the items included in this Change Order.

The original (Contract Sum) ( <del>Guaranteed Maximum Cost</del> ) was .....	\$27,990,000.00
Net change by previously authorized Change Orders .....	\$215,360.22
The (Contract Sum) ( <del>Guaranteed Maximum Cost</del> ) prior to this Change Order Was .....	\$28,205,360.22
The (Contract Sum) ( <del>Guaranteed Maximum Cost</del> ) Will be ( Increased ) by this Change Order .....	\$11,597.32
The new (Contract Sum) ( <del>Guaranteed Maximum Cost</del> ) including this Change Order Will be .....	<b>\$28,216,957.54</b>
The Contract Time will be ( Unchanged ) by .....	( 0 ) Days
The Date of Substantial Completion as of the date of this Change Order therefore is:	
	Phase 1 May 20, 2019
	Phase 2 August 16, 2019
	Phase 3 November 18, 2019

Authorized:

Flansburgh Architects, Inc.

Brait Builders Corp.

Town of Bourne

**ARCHITECT**

77 North Washington St.  
 Boston, MA 02114

**CONTRACTOR**

57 Rockwood Road  
 Suite 3  
 Marshfield, MA 02050

**OWNER**

Town of Bourne  
 24 Perry Avenue  
 Buzzards Bay, MA 02532

BY \_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_



*Change Request*

**To:** Jay Williams  
Flansburgh Architects  
77 N. Washington Street  
Boston, MA 02114-1910  
Ph: (617) 367-3970

**Number:** 54  
**Date:** 1/22/19  
**Job:** PES-2017 Peebles ES  
**Phone:**

**Description:** COR#54 PR#27 Added Time Capsule and Plaque

Work performed by subcontractors:			
Description	Subcontractor	Price	
Signage	Cassandra Sign Corp.	\$1,600.00	
Signage		\$202.00	
		<b>Subtotal:</b>	\$1,802.00
		<b>Subtotal:</b>	<b>\$1,802.00</b>
	OH&P	\$1,802.00	5.00% \$90.10
	BOND	\$1,892.10	2.00% \$37.84
		<b>Total:</b>	<b>\$1,929.94</b>

If you have any questions, please contact me at (781)837-6400.

Submitted by: Robert A Brait  
Brait Builders Corp.

Approved by: \_\_\_\_\_  
Date: \_\_\_\_\_



*Change Request*

**To:** Jay Williams  
Flansburgh Architects  
77 N. Washington Street  
Boston, MA 02114-1910  
Ph: (617) 367-3970

**Number:** 58  
**Date:** 2/19/19  
**Job:** PES-2017 Peebles ES  
**Phone:**

**Description:** COR#58 PR#28 Brick Memorial Pavers

This COR is to provide blank pavers per PR#28. Future removal of pavers for engraving & re-installation is excluded from this COR.

Work performed by subcontractors:				
Description	Subcontractor	Price		
Site Furnishings		\$4,823.14		
		<b>Subtotal:</b>		\$4,823.14
		<b>Subtotal:</b>		<b>\$4,823.14</b>
	OH&P	\$4,823.14	5.00%	\$241.16
	BOND	\$5,064.30	2.00%	\$101.29
			<b>Total:</b>	<b>\$5,165.59</b>

If you have any questions, please contact me at (781)837-6400.

Submitted by: Robert A Brait  
Brait Builders Corp.

Approved by: \_\_\_\_\_  
Date: \_\_\_\_\_



57 Rockwood Road  
 Marshfield, MA 02050  
 Ph : 781-837-6400

*Change Request*

**To:** Jay Williams  
 Flansburgh Architects  
 77 N. Washington Street  
 Boston, MA 02114-1910  
 Ph: (617) 367-3970

**Number:** 62  
**Date:** 3/13/19  
**Job:** PES-2017 Peebles ES  
**Phone:**

**Description:** COR#62 PR#30 Added Acoustical Ceiling Tiles in the I-Studio

Costs associated with this COR are related to PR#30.

Work performed by subcontractors:					
Description	Subcontractor	Price			
Acoustical Ceilings	K&K Acoustical Ceiling Inc.	\$3,388.00			
		<b>Subtotal:</b>	\$3,388.00		
		<b>Subtotal:</b>	<b>\$3,388.00</b>		
		OH&P	\$3,388.00	5.00%	\$169.40
		BOND	\$3,557.40	2.00%	\$71.15
		<b>Total:</b>	<b>\$3,628.55</b>		

If you have any questions, please contact me at (781)837-6400.

Submitted by: Robert A Brait  
 Brait Builders Corp.

Approved by: \_\_\_\_\_  
 Date: \_\_\_\_\_



*Change Request*

**To:** Jay Williams  
Flansburgh Architects  
77 N. Washington Street  
Boston, MA 02114-1910  
Ph: (617) 367-3970

**Number:** 65  
**Date:** 4/1/19  
**Job:** PES-2017 Peebles ES  
**Phone:**

**Description:** COR#65 Ansul Valve installation Kitchen Hood

MA Building Code requires (2) gas valves, one mechanical for the Ansul System and one electrical for CO Monitoring. Harold Bros was authorized to install on T&M by SMMA for Ansul operational purpose and testing.

Work performed by subcontractors:				
Description	Subcontractor			Price
Plumbing	Harold Bros. Mechanical			\$815.35
			<b>Subtotal:</b>	\$815.35
			<b>Subtotal:</b>	<b>\$815.35</b>
		OH&P	\$815.35	5.00% \$40.77
		BOND	\$856.12	2.00% \$17.12
			<b>Total:</b>	<b>\$873.24</b>

If you have any questions, please contact me at (781)837-6400.

Submitted by: Robert A Brait  
Brait Builders Corp.

Approved by: \_\_\_\_\_  
Date: \_\_\_\_\_