

## PROJECT MINUTES

Project:	New Peebles Elementary School	Project No.:	15041
Prepared by:	Joel Seeley	Meeting Date:	1/18/18
Re:	School Building Committee Meeting	Meeting No:	53
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	
	Michael Brait	Brait Builders (BBC) General Contractor	
✓	Joel Seeley	SMMA, OPM	

Item #	Action	Discussion
53.1	Record	Call to Order, 6:30 PM.
53.2	Record	A motion was made by F. Howe and seconded by P. Meier to approve the 12/14/17 School Building Committee meeting minutes. No discussion, motion passed unanimous.
53.3	Record	<p>J. Seeley distributed and reviewed Designer Amendment No. 14, dated 1/18/18 for Construction Phase Geotechnical Services on a time and expense basis in the amount of \$16,500, attached, to be funded out of ProPay Code 0204-0300 which has a budget of \$75,545.</p> <p>A motion was made by P. Meier and seconded by F. Howe to approve Designer Amendment No. 14, dated 1/18/18 and recommend signature by T. Guerino. No discussion, motion passed unanimous.</p>
53.4	B. Beatrice J. Potter	<p>J. Seeley distributed and reviewed the Utility Pole Relocation Proposal from Eversource, dated 1/10/18 to relocate the existing utility pole on the east side of the entry drive. The cost is \$7,224.00 to be funded out of Utility Fees Budget ProPay Code 0601-0000 which has a budget of \$82,900 or thru change order to BBC to be funded out of the Owner's Construction Contingency Budget ProPay Code 0507-0000 which has a budget of \$1,545,518. BBC agreed to charge only the bond increase cost and forego their full administrative markup.</p> <p>Committee Discussion:</p> <ol style="list-style-type: none"> <li>1. S. Lamarche asked why was this cost not included in the construction contract? <i>K. Kovacs indicated the relocation requirement by the utility company was shown on the drawings. The backcharge from the utility was not known at the time of bid. There is a budget for utility fees to accommodate these charges.</i></li> <li>2. J. Potter indicated he would rather have the cost paid directly by the town out of the Utility Fees Budget ProPay Code 0601-0000. <i>R. Lavoie indicated the town would need to have an account and procedure to pay for the cost. If by change order, BBC would be responsible to coordinate and schedule the work.</i></li> <li>3. J. Potter will review the process with the Town Administrator for addressing future utility costs.</li> <li>4. B. Beatrice to confirm with the civil and electrical engineers that relocating the utility pole 3 feet will be sufficient.</li> </ol> <p>A motion was made by S. Lamarche and seconded by R. Lavoie to approve the Utility Pole Relocation Proposal and to be processed as a change order thru BBC. No discussion, motion passed 7 in favor and 1 against.</p>

Item #	Action	Discussion
53.5	Record	<p>Warrant No. 26 was reviewed.</p> <p>Committee Discussion:</p> <ol style="list-style-type: none"> <li>1. R. Lavoie asked if this was for work performed in December? <i>J. Seeley indicated yes, each monthly payment requisition will be for work performed in the prior month.</i></li> <li>2. S. Lamarche asked why is there payment due to the Miscellaneous Metals Subcontractor? <i>J. Seeley indicated the payment is for the cost of their performance and payment bond.</i></li> </ol> <p>A motion was made by P. Meier and seconded by R. Lavoie to approve Warrant No. 26. No discussion, motion passed unanimous.</p>
53.6	J. Seeley	<p>J. Seeley reviewed the PFA Bid Amendment process with the MSBA. The MSBA has asked the Committee to decide where to place the Bid Savings, \$2,920,366 and submit the documentation to MSBA by 1/24/18. The MSBA has also requested town counsel to write a letter confirming the bid savings is not required to be returned to the town as general revenue or a lending institution.</p> <p>A Motion was made by P. Meier and seconded by F. Howe to place the Bid Savings, \$2,920,366, in the Owner's Construction Contingency, Propay Code 0507-0000. No discussion, motion passed unanimous.</p> <p>J. Seeley to follow-up with the Town Administrator on the letter from town counsel.</p>
53.7	J. Seeley	<p>J. Seeley to include a discussion of a time capsule at the next Committee meeting.</p>
53.8	B. Beatrice	<p>J. Seeley indicated a meeting was held on 12/27/17 with Town Administrator, Bourne Inspector of Buildings, SBC members, BBC and SMMA to discuss the Zoning Bi-Law with respect to excavated earthwork removal. It was agreed the Bi-Law does not distinguish between public or private land ownership for the storage of any excavated earthwork and that a foundation permit would satisfy the intent of operating under a current building permit. As a precaution, a Special Permit application will be submitted to the Planning Board for Natural Cover Removal and Earthwork Removal for approval. FAI to assist in completing the Planning Board Special Permit application.</p>
53.9	J. Seeley	<p>J. Seeley distributed and reviewed the Cape Light Compact email, attached, indicating a combined incentive of \$99,552 based on the 100% construction documents. J. Seeley will follow-up with Cape Light Compact on the next steps.</p>
53.10	Record	<p>J. Potter reviewed the groundbreaking ceremony held on 1/6/18. The ceremony was well attended by a good cross section of the community and leadership and overall, the ceremony went very well.</p>

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Item #	Action	Discussion
53.11	Record	<p>J. Seeley provided an update on the construction. The building pad area has been excavated to within two feet of foundations and foundations are scheduled to commence early next week.</p> <p>Committee Discussion:</p> <ol style="list-style-type: none"><li>1. R. Lavoie asked if the Earthcam camera was functional? <i>J. Seeley indicated the camera has been installed on the roof of the high school auditorium and is recording. A firewall issue needs to be resolved to allow access to the district's network to receive the signal.</i></li><li>2. R. Lavoie asked if any unforeseen issue has been encountered so far? <i>J. Seeley indicated none at this time.</i></li></ol>
53.12	Record	Old or New Business: None
53.13	Record	Next <b>SBC Meeting: February 15, 2018 at 6:30 pm</b> at the Bourne Veteran's Memorial Community Center.
53.14	Record	A Motion was made by S. Lamarche and seconded by P. Meier to adjourn the meeting. No discussion, motion passed unanimous.


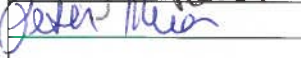

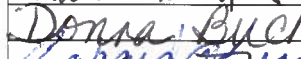
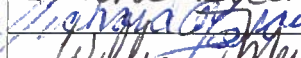

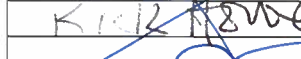



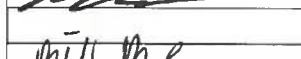

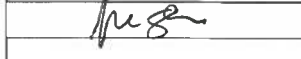
Attachments: Agenda, Utility Pole Relocation Proposal from Eversource, Cape Light Compact email, Powerpoint

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

## PROJECT MEETING SIGN-IN SHEET

Project: Peebles Elementary School Feasibility Study Project No.: 15041  
 Prepared by: Joel Seeley Meeting Date: 1/18/2018  
 Re: School Building Committee Meeting Meeting No: 53  
 Location: Bourne High School Library 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 Hyldburg	<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
	Kent Kovacs	<a href="mailto:kkovacs@flansburgh.com">kkovacs@flansburgh.com</a>	Flansburgh Architects (FAI)
	Betsy Farrell Garcia	<a href="mailto:bgarcia@flansburgh.com">bgarcia@flansburgh.com</a>	Flansburgh Architects (FAI)
	Bill Beatrice	<a href="mailto:bbeatrice@flansburgh.com">bbeatrice@flansburgh.com</a>	Flansburgh Architects (FAI)
	Michael Cimorelli	<a href="mailto:mcimorelli@flansburgh.com">mcimorelli@flansburgh.com</a>	Flansburgh Architects (FAI)
	Robert Brait	<a href="mailto:rbrait@braitbuilders.com">rbrait@braitbuilders.com</a>	Brait Builders Corporation (BBC)
	Michael Brait	<a href="mailto:mbrait@braitbuilders.com">mbrait@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:	New Peebles Elementary School	Project No.:	15041
Re:	School Building Committee Meeting	Meeting Date:	1/18/2018
Meeting Location:	Bourne High School Library	Meeting Time:	6:30 PM
Prepared by:	Joel Seeley	Meeting No.:	53
Distribution:	Committee Members (MF)		

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1. Call to Order
2. Approval of Minutes
3. Approval of Invoices and Commitments
4. Vote to Allocate Construction Bid Savings
5. Time Capsule
6. Special Permit Application
7. Cape Light Compact/National Grid Incentive
8. New or Old Business
9. Public Comments
10. Next Meeting: February 15, 2018
11. Adjourn

**From:** Kevin Galligan  
**To:** [Seeley, Joel](#)  
**Cc:** [Bill Beatrice \(bbeatrice@flansburgh.com\)](#); [kkovacs@flansburgh.com](#); [Traniello, Sarah](#); [Project, Mail](#); [Bennett Rose](#); [Mark.Stafford@nationalgrid.com](#); "Rob Bialobrzewski"; [Margaret Song](#); [Russell Salk, Paul](#)  
**Subject:** Re: 100% CD RE: Bourne Peebles Elementary School - Energy Study and revised incentive estimates  
**Date:** Friday, January 5, 2018 2:52:45 PM  
**Attachments:** [Peebles Elementary School - DMI TA Study Report 010218.pdf](#)  
[Peebles 2017 Performance Lighting MA New Construction.pdf](#)

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Hi Joel and the entire project team: I am pleased to provide the updated energy study dated 1/2/2018 along with supporting Minimum Requirements Docs (MRDs) as Appendix B and lighting application that will be the basis for post-QC verification of energy savings measures installed and operating per this design review and program Ts & Cs. Thanks to Bennett Rose and Rob Bialobrzewski at DMI for their work on behalf of Cape Light Compact and National Grid for our customer in preparing this.

As you will note in the Project Summary section of the report on page 2, the designed building is estimated to consume 36.89% less energy than the code compliant baseline. This "Savings Beyond Code" level moves this project up to the highest incentive level under the Integrated Design Path MOU.

The new revised incentive from Cape Light Compact, based on the 100%CD set and related submittals, is estimated at \$79,062 (based on a \$0.50/kWh incentive x 158,123 kWh annual electric energy savings) and a gas incentive from National Grid estimated at \$20,490 (based on a rate of \$2.00/therm saved x 10,245 annual therms saved). These are increases from the ball-park estimates we discussed with you and the School Building Committee back on July 27, 2017 that was based on review of the 60% CD plan set where we projected the Cape Light Compact incentive to be \$28,234 and the National Grid incentive at \$12,742.

Also, at this stage (with customer approval) 50% of the design team incentive can be paid and the remaining 50% is paid upon completion of construction and post-QC verification. I will send a separate e-mail to move this incentive payment along.

Please also note the High Performance Kitchen Equipment will be processed using the separate prescriptive application form.

Thanks again to all involved in advancing this energy saving project and keep me posted as schedule progresses through construction so I can be ready to prepare for the post-QC verification steps.

Best regards,  
Kevin Galligan  
consultant to the Cape Light Compact

**Kevin F. Galligan** | Galligan Energy Consulting Inc.  
Cell (508) 255-2036 | [kgalligan@galliganenergy.com](mailto:kgalligan@galliganenergy.com)

**MEMORANDUM**

To: Peebles Elementary School Building Committee Date: 1/18/2018  
From: Joel G. Seeley, AIA Project No.: 15041  
Project: **New Peebles Elementary School**  
Re: **Designer Amendment No. 14: Geotechnical Services for Construction Phase**  
Distribution: (MF)

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**DESIGNER AMENDMENT NO. 14: GEOTECHNICAL SERVICES FOR CONSTRUCTION PHASE**

**FEE:** \$16,500.00

**REASON:** Provide Geotechnical Services during the Construction Phase.

**BUDGET AVAILABILITY:** This Amendment would be funded out of the Geotechnical & GeoEnvironmental Budget, ProPay Code 0204-0300, which has the current balance of \$75,545.00.



# ATTACHMENT F

## CONTRACT FOR DESIGNER SERVICES AMENDMENT NO. 14

**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 January 18, 2018, 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	\$	\$ 1,060,000.00	\$ 16,500.00	\$ 1,076,500.00
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>\$2,851,397.00</b>	<b>\$ 16,500.00</b>	<b>\$3,232,897.00</b>

This Amendment is a result of: Providing Geotechnical Services during Construction Phase.

MSBA ProPay Code 0204-0300.

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

December 17, 2017

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

RE: Bourne Public Schools  
Construction Phase Geotechnical Services

Dear Joel,

Attached is a proposal for construction phase geotechnical engineering and monitoring services. The services will include observation of foundation sub-grades, review of field reports generated by the owner's Testing Laboratory, and interaction with the project team on various geotechnical issues during construction. The work will be performed on an hourly basis for a total of \$15,000.

This fee may be amended if additional Geotechnical work is required beyond this budget amount.

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  $\$15,000 \times 1.1 = \$16,500.00$

Please prepare a Contract Amendment for our signature.

Sincerely,

FLANSBURGH ASSOCIATES INC



Kent D. Kovacs, AIA LEED AP  
Principal



# GEOTECHNICAL SERVICES INC.

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

December 11, 2017

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

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

**RE: Proposal for Construction Phase Geotechnical Engineering Services  
Peebles School  
Bourne, MA  
GSI Project No. 215256**

Dear Mr. Kovacs:

Per your request, Geotechnical Services, Inc. (GSI) is pleased to forward this proposal in connection with geotechnical engineering and construction monitoring services for the above-referenced project.

## CONSTRUCTION PHASE SCOPE OF SERVICES

The geotechnical engineering services to be provided during construction in accordance with our geotechnical recommendations and earthwork specifications are as follows:

1. GSI would provide a geotechnical engineer to observe all foundation subgrades to evaluate competency with respect to the design bearing capacity and bearing strata protection during construction until backfilling is complete;
2. Review of field reports generated by the Testing Laboratory selected by the owner for the project;
3. Interaction with project team during construction in the event that unanticipated geotechnical issues arise requiring design revision or clarification;

## FEES

GSI would provide the above-services on a time and expense basis in accordance with the attached Terms and Conditions and Rate Schedule. Our representative would visit the project site at times requested by the Architect or Clerk of Works. Our representative's time would be charged portal to portal from our Boston, MA.

GSI estimates total billings **not to exceed \$15,000** to provide the scope of services necessary during construction. We would not exceed this budget without your prior written consent.

We trust that this proposal is consistent with your needs at this time. You may enter into an agreement with us to accomplish the previously described scope of work by signing the enclosed copy of the proposal. Should you have any questions or require further assistance, please do not hesitate to contact our office.

We thank you for allowing us this opportunity to offer our services and look forward to hearing from you in the future.

*Very truly yours,*

**GEOTECHNICAL SERVICES, INC.**

Glen V. Zolade, P.E.  
Project Manager

**PROPOSAL ACCEPTANCE FORM**

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

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

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

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

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



# GEOTECHNICAL SERVICES, INC.

## PROFESSIONAL SERVICES TERMS AND CONDITIONS - Geotechnical Investigations

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# GEOTECHNICAL SERVICES, INC. - RATE SCHEDULE, 2017

## A. PROFESSIONAL STAFF

Principal Engineer	\$125/hr
Professional Engineer	95/hr
Field Engineer	75/hr
Staff Engineer	75/hr
Word Processing	45/hr

## B. CONSTRUCTION MONITORING SERVICES

Engineering Technician	140/½ day 250/full day
Senior Engineering Technician	40/hr
Steel Inspector (AWS Visual)	75/hr
Fireproofing Inspector	65/hr

## C. LABORATORY TESTING SERVICES

### Soils

Sieve Analysis (ASTM C-136 & C-117)	85/ea
Hydrometer Analysis (ASTM D422)	85/ea
Organic Content	100/ea
pH Determination	50/ea
Topsoil Nutrient Analysis	200/ea
Proctor (Standard or Modified)	110/ea
Atterberg Limits	95/ea
California Bearing Ratio	350/ea
Consolidation Testing (Taylor Method)	450/ea
Falling/Constant Head Permeability	250/ea
Triaxial Permeability	325/ea
Unconfined Compressive Test	250/ea

### Concrete and Aggregates

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

### Asphalt

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

## D. SUBSURFACE EXPLORATIONS

Subcontractor cost plus 20%

## E. EQUIPMENT/MISCELLANEOUS

Transportation of Materials to Lab	30/hr
Nuclear Density Gage	25/day
Photo Ionization Detector	50/day
Vibration Monitor	50/day
Guelph Permeameter	50/day
Groundwater Sampling Pump	50/day
Mileage	0.55/mi
UT Steel Testing Apparatus	100/day
Groundwater Monitor Wells	20/ft
Monitor Well Covers	100/ea
Overtime	50%
Low-Voltage Holiday Detector	35/day
Dry Film Thickness Gage	25/day
Windsor probe test	100/shot
Swiss Hammer	50/day
Transit	50/day
Coring Rig and Crew	500/day
James Electric Resistivity	75/day
Static Cone Penetrometer	25/day
Dynamic Cone Penetrometer	50/day

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



**School Building Committee**

**January 18, 2018**

# **Peebles Elementary School**

## **Construction Phase Update**



# Groundbreaking Ceremony

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PROJECT MANAGEMENT **SMMA**

Massachusetts School Building Authority

**FLANSBURGH**

# Groundbreaking Ceremony



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**FLANSBURGH**



# Project Cost

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## Approved Project Budget 11-22-16

<b>Construction Budget</b>	<b>\$30.91 M</b>
Fees & Expenses	\$5.44 M
FF&E	\$1.38 M
Contingencies	\$2.19M
<b>Total Project Budget</b>	<b>\$39.91 M</b>

## Construction Bid 11-21-17

<b>Construction Bid</b>	<b>\$27,990,000</b>
<b>Savings</b>	<b>\$ 2,920,366</b>
Fees & Expenses	\$5.44 M
FF&E	\$1.38 M
Contingencies	\$2.19M
<b>Total Project Budget</b>	<b>\$39.91 M</b>