



Town of Reading Meeting Posting with Agenda

2018-07-16 LAG

Board - Committee - Commission - Council:

Permanent Building Committee

Killam School Building Committee

Date: 2024-06-17

Time: 7:00 PM

Building: Reading Town Hall

Location: Select Board Meeting Room

Address: 16 Lowell Street

Agenda:

Purpose: General Business

Meeting Called By: Jacquelyn LaVerde on behalf of Chair Carla Nazzaro

Notices and agendas are to be posted 48 hours in advance of the meetings excluding Saturdays, Sundays and Legal Holidays. Please keep in mind the Town Clerk's hours of operation and make necessary arrangements to be sure your posting is made in an adequate amount of time. A listing of topics that the chair reasonably anticipates will be discussed at the meeting must be on the agenda.

All Meeting Postings must be submitted in typed format; handwritten notices will not be accepted.

Topics of Discussion:

This meeting will be held in-person in the Select Board Meeting Room of Town Hall and remotely via Zoom:

Join Zoom Meeting

<https://us06web.zoom.us/j/86264182211>

Meeting ID: 862 6418 2211

One tap mobile

+16465588656,,86264182211# US (New York)

+16465189805,,86264182211# US (New York)

Dial by your location

• +1 646 558 8656 US (New York)

• +1 646 518 9805 US (New York)

Find your local number: <https://us06web.zoom.us/u/kdCcnSUipV>

AGENDA:

- Call to order
- Public Comment
- KSBC Liaison Reports
- OPM Team Update
 - Follow up with the MSBA (Possible vote)
- Designer Report
 - PSR Process
 - Sustainability Update
- OPM Report
 - Financials
 - Total Project Budget
- Warrants/Invoices (Possible vote)
- Approval of Prior Meeting Minutes
- Future Agenda Items and Next Meeting Dates

This Agenda has been prepared in advance and represents a listing of topics that the chair reasonably anticipates will be discussed at the meeting. However the agenda does not necessarily include all matters which may be taken up at this meeting.



Project Leaders

Shirley Ng

Project Manager

shirley.ng@collierseng.com

Education and Qualifications

Master of Architecture –
Wentworth Institute of
Technology

Bachelor of Science in
Architecture –
Wentworth Institute of
Technology

Years of Experience

10 Years

Years with Firm

<1

www.cplusa.com

Area of Expertise

Ms. Ng brings over 10 years of project management, planning and design experience within the construction industry, most recently within the higher education sector. Prior to joining Colliers, Shirley managed over 88 projects with Brown University, including high-profile endeavors such as Lindemann Performing Arts Center, Churchill House, and Andrews House with project budgets ranging up to \$25 million. Her projects included a variety of areas such as turnkey, landscaping, art installation, signage, ADA compliance, relocation, interior fit-outs and more. As a member of Colliers Project Management team, Shirley provides project management services to both public and private institutions throughout the Northeast.

Relevant Experience

Andrews House – Department of Cogut Institute of Humanities – Providence, RI

Project management services for the \$14.4 Million, 22,000 sq ft renovation for the department of Cogut Institute of Humanities. Overseeing upgrades to the building's envelope, MEP (Mechanical, Electrical, and Plumbing) systems, roof, FF&E (Furniture, Fixtures, and Equipment) and transforming the asphalt parking area into a green space, enriching the campus life.

Churchill House – Department of African Studies and the Rites and Reasons – Providence, RI

Project management services for the renovation of a \$20.1 million, 22,000 sq ft building, incorporating a 3,000 sq ft addition and a new terrace on the west walk, along with an accessible entrance on the west. The project addressed building deficiencies, accommodating growth, updating the theatre facilities, and enhancing the building's visibility within the campus and community. Oversaw all aspects of MEP (Mechanical, Electrical, and Plumbing) and FF&E (Furniture, Fixtures, and Equipment), as well as coordinating the department's move to temporary facilities and their subsequent relocation back to their newly renovated space.

Lindemann Performing Art Center – Providence, RI

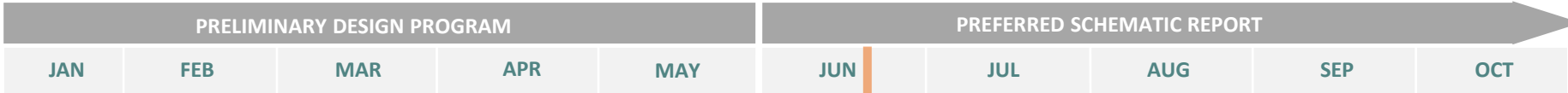
Project management services for a newly renovated 100,000 sq ft construction project valued at \$222 million, situated between Angell and Thayer Street. The project encompassed a dynamic space housing a 500-seat flexible performance venue, alongside a large rehearsal/performance area, dancing and acting studio, instrumental studios, practice rooms, and a café, completed by front and back-of-house facilities. Orchestrated testing, commissioning, tuning and turnover documents from contractors to Brown Operations.

"A PLACE WHERE EVERYONE BELONGS"



TASKS COMPLETED

- **Hydrant Flow Test - Completed**
- **Environmental Soil Testing - Completed**
- **Geotechnical Investigation – Final Report Completed**
- **HVAC system selection process – In Progress**
- **Revision of Site Plans based on RFD Access requirements – In Progress**



SUSTAINABILITY

EDUCATIONAL PLANNING

TRAFFIC, SITE, & COMMUNITY

DESIGN & COST ESTIMATING

MSBA PROCESS

5/20/24 PDP
SUBMITTAL

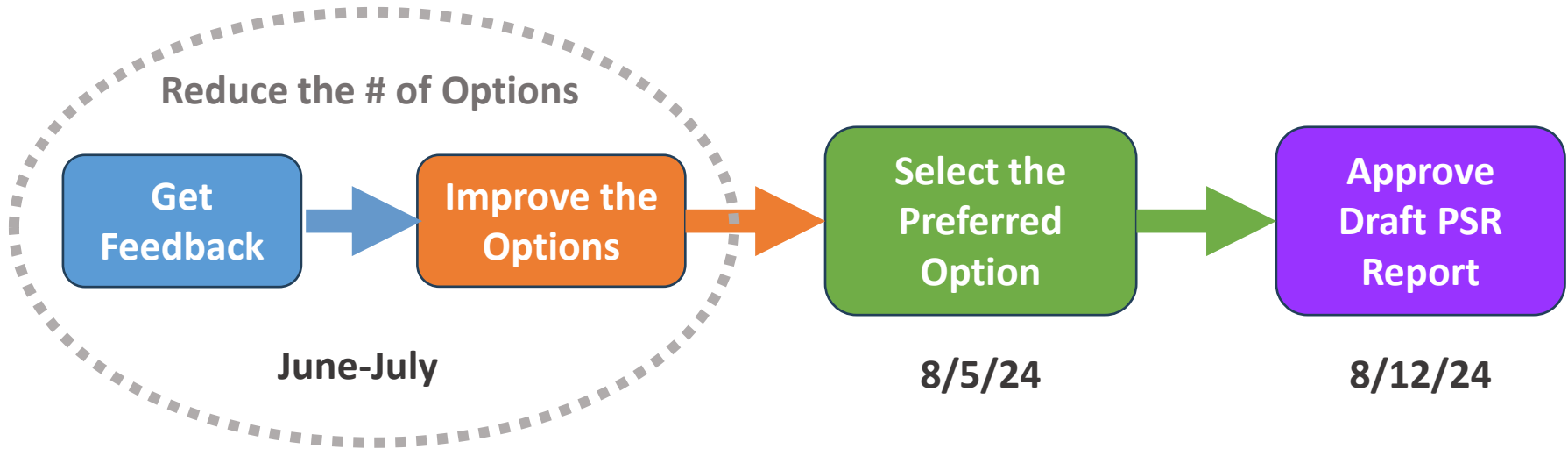
TODAY

7/18/24 PDP
ACCEPTANCE

8/21/24 PSR
SUBMITTAL

10/30/24
MSBA BOD

PSR Process



PSR Process

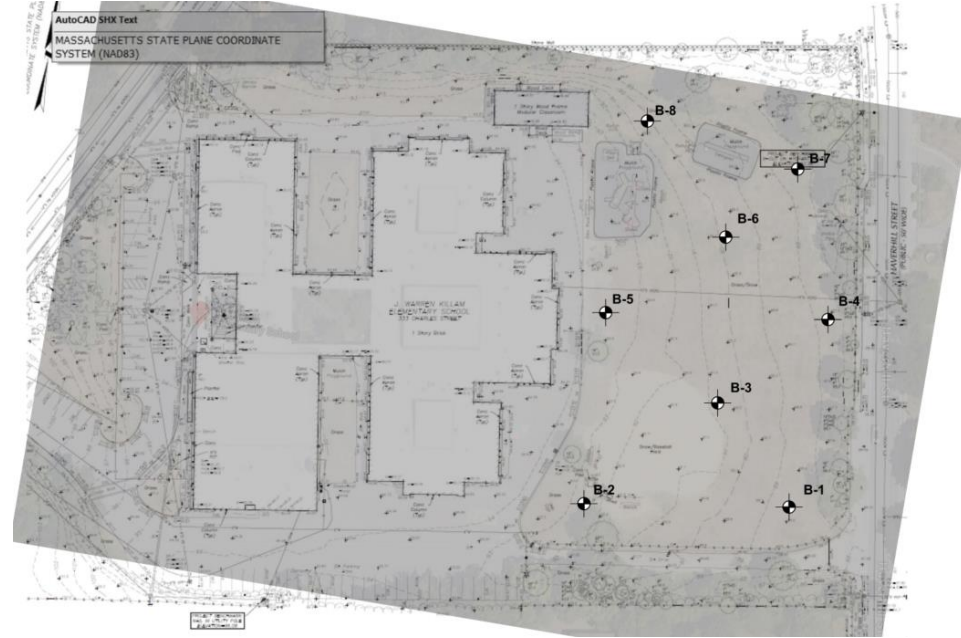
SBC Mtg	Draft Meeting Agenda
6/17	• Preliminary Project Cost Comparison
7/8	• Pre-K Enrollment Decision • Reduce Options • Review MSBA PDP Feedback
7/15	<i>Community Meeting – Reduction of Options</i>
7/22	• <i>Hold for additional SBC meeting</i>
8/5	• Select Preferred Option • Share findings and recommendation for HVAC system
8/8	<i>Community Meeting – Preferred Option</i>
8/12	• Approve Draft Preferred Schematic Report

OPTION REDUCTION CRITERIA

- **Height/scale** – *Is a 3-story option viable?*
- **Footprint/Site fit** – *Site space trade-off for 2 vs 3-story option.*
- **Internal organization** – *Is a ‘fat’ building with less access to natural light viable?*
- **Phasing/swing space** – *Are options that require swing space viable?*
- **Pre-K** – *Cost-Benefit Analysis*

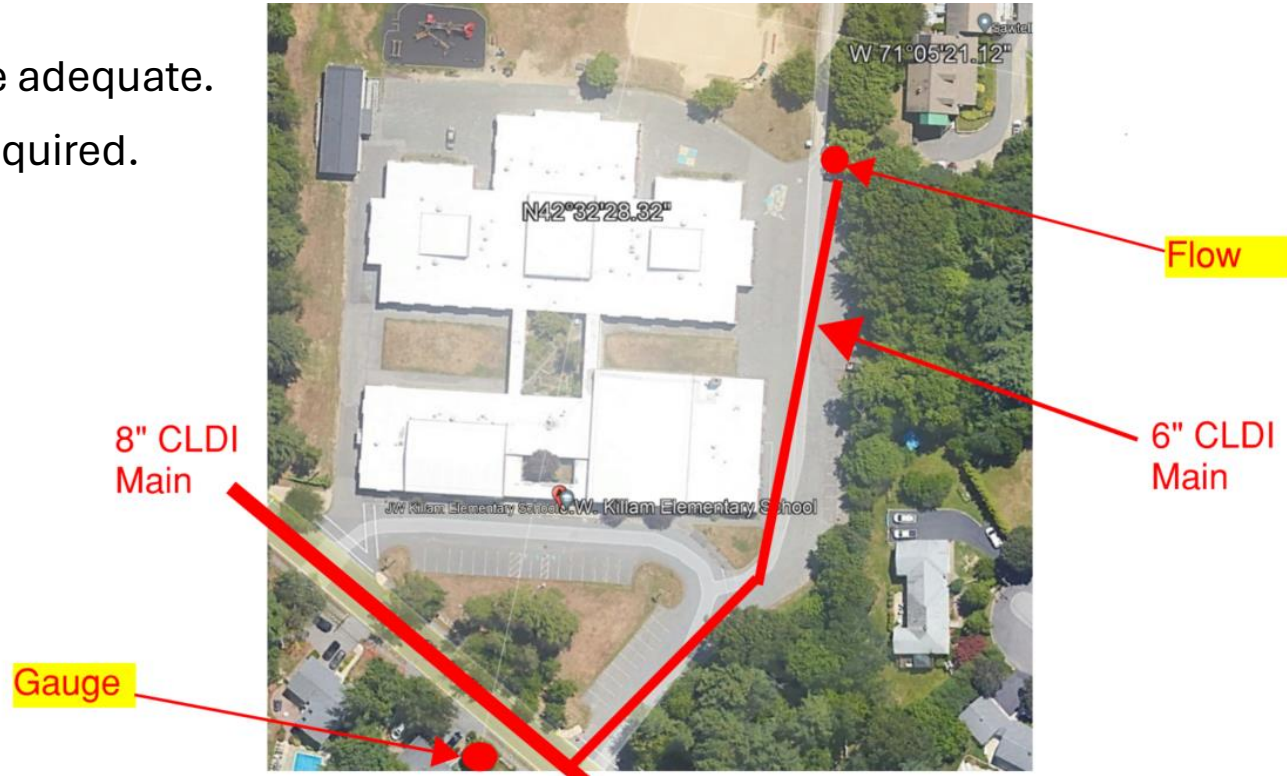
ENVIRONMENTAL SOIL TESTING FINDINGS

- Soil samples from 6 borings were analyzed.
- No VOCs, SVOCs, TPH, PCBs, pesticides, herbicides, or MCP 14 total metals were reported at concentrations exceeding MCP RCS-1 Reportable Concentrations.



HYDRANT FLOW TEST

- Water pressure found to be adequate.
- Fire pump should not be required.



HVAC SYSTEM SELECTION PROCESS

5/21	Review initial options with Sustainability Subcommittee
7/9	Review options with cost estimates, LCCA, & incentives; Sustainability Committee to rank options
8/5	Present Recommendations to SBC

HVAC SYSTEM SELECTION PROCESS

Plant Design Options

Plant System 1

Full Geothermal with
Centralized Water To
Water Heat Pumps

Plant System 2

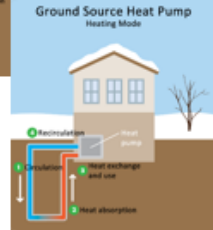
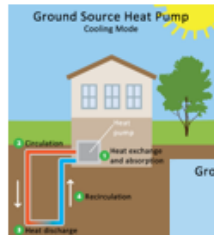
Hybrid Geothermal

Plant System 3

Air Source VRV System
And Backup Heating

Plant System 4

Air Cooled Chiller and
Boiler

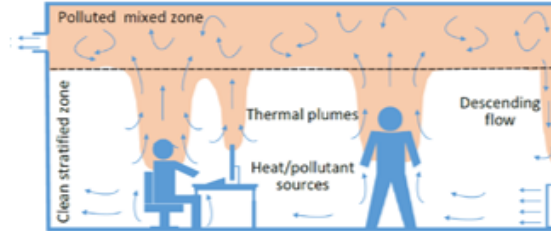


HVAC SYSTEM SELECTION PROCESS

Room Level Design Options

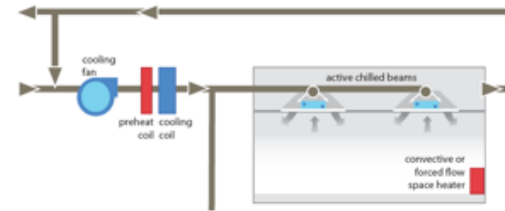
Room Level System 1

Displacement Ventilation.



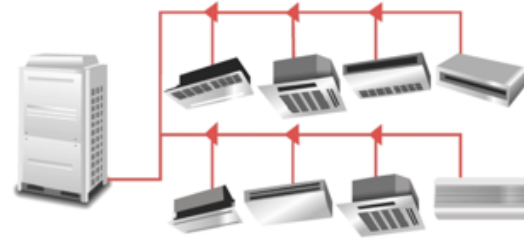
Room Level System 2

Chilled Beams.



Room Level System 3

Air Source or Water Source
VRV System



NEXT STEPS

- **Sustainability Committee:** July 9 – review cost info and make recommendation
- **Next SBC Meetings:** July 8 – Final Evaluation of Alternatives
July 22 – TBD
August 5 – Preferred Solution
- **Next Community Meetings:** July 15 – Evaluation of Alternatives
August 8 – Preferred Solution

Executive Leadership Team (XLT) Meetings Weekly unless SBC meeting



June 12, 2024

Town of Reading
Killam Elementary School
Project Budget and Cost Summary



Project Leaders

A	C	D	E	F	G	H	I	J	K
	(Bud. Adj. Tab)	(C+D)	(Com. Cost tab)	(E-F)	(Forecast. tab, >G)	(F+G+H)	(Invoice Tab)	(I-J)	
Description	BUDGET			COST				CASH FLOW	
	PFA Approved	Authorized Changes	Approved Budget	Committed Costs	Uncommitted Costs	Forecast Costs	Total Project Costs	Expenditures to Date	Balance To Spend
30 Architectural & Engineering									
A&E Feasibility Study	\$800,000	\$50,000	\$850,000	\$850,000	\$0	\$0	\$850,000	\$200,000	\$650,000
Subtotal	\$800,000	\$50,000	\$850,000	\$850,000	\$0	\$0	\$850,000	\$200,000	\$650,000
40 Administrative Costs									
OPM Feasibility Study	\$280,000	\$0	\$280,000	\$280,000	\$0	\$0	\$280,000	\$127,808	\$152,192
Environmental & Site (FS/SD)	\$500,000	\$0	\$500,000	\$210,870	\$289,130	\$0	\$500,000	\$100,155	\$399,845
Other Project Costs (FS/SD)		\$6,620	\$6,620	\$6,620	\$0	\$0	\$6,620	\$270	\$6,350
Subtotal	\$780,000	\$6,620	\$786,620	\$497,490	\$289,130	\$0	\$786,620	\$228,233	\$558,387
Project Sub-Total	\$1,580,000	\$56,620	\$1,636,620	\$1,347,490	\$289,130	\$0	\$1,636,620	\$428,233	\$1,208,387
70 Project Contingency									
Construction Contingency (Hard Cost)		\$0	\$0		Current Contingency	Potential Risk	Potential Contingency		\$0
Owner's Contingency (Soft Cost)	\$620,000	-\$56,620	\$563,380		\$0	\$0	\$0		\$0
Subtotal	\$620,000	-\$56,620	\$563,380		\$563,380	\$0	\$563,380		\$563,380
Project Total	\$2,200,000	\$0	\$2,200,000	\$1,347,490	\$852,510	\$0	\$2,200,000	\$428,233	\$1,771,767

Town of Reading
Killam Elementary School
06/12/24



Project Budget Adjustments

Adjustment Item	BRR	Adjusted Amount	Date Approved	CODE	Comments
Move to OPM FS to SC Contingency		\$20,000.00	07/19/23	40-010	Moved \$20k to cover OPM FS/SD Cost
From SC Cont to OPM FS		(\$20,000.00)	07/19/23	70-500	Moved \$20k to cover OPM FS/SD Cost
Move to A/E FS from SC Contingency		\$110,000.00	12/12/23	30-290	Moved \$110k to Cover A/E FS/SD Cost
From SC Cont to A/E FS		(\$110,000.00)	12/12/23	70-500	Moved \$110k to Cover A/E FS/SD Cost
Move back SC Contingency form OPM FS		(\$20,000.00)	07/19/23	40-010	Moved \$20k to cover OPM FS/SD Cost
From OPM FS to SC Cont		\$20,000.00	07/19/23	70-500	Moved \$20k to cover OPM FS/SD Cost
Move back to SC Contingency from A/E FS		(\$60,000.00)	12/12/23	30-290	Moved \$110k to Cover A/E FS/SD Cost
From A/E FS to SC Cont		\$60,000.00	12/12/23	70-500	Moved \$110k to Cover A/E FS/SD Cost
Move to Other Project Costs from SC Cont		\$269.67	03/11/24	40-810	Moved to cover Design Services Advertisment
From SC Cont to Other Project Costs		(\$269.67)	03/11/24	70-500	Moved to cover Design Services Advertisment
Move to Other Project Costs from SC Cont		\$2,750.00	05/29/24	40-810	Move to cover LBA Amd 7
From SC Cont to Other Project Costs		(\$2,750.00)	05/29/24	70-500	Move to cover LBA Amd 7
Move to Other Project Costs from SC Cont		\$3,600.00	06/11/24	40-810	Move to Cover Kartoon
From SC Cont to Other Project Costs		(\$3,600.00)	06/11/24	70-500	Move to Cover Kartoon
Total Approved Adjustments to Date		\$0.00		\$	-

**Town of Reading
Killam Elementary School
06/12/24**



Committed Cost (Contracts/Pos)

VENDOR	AMOUNT	ISSUE DATE	SIGNED/ RETURN DATE	ENCUM (PO)	CODE	MSBA	Notes
Colliers Project Leaders	\$280,000.00	6/22/2023	07/19/23	CPL Contract	40-010	0001-0000	CPL Base Contract Excluding Estimating
Lavallee Brensinger Architects	\$400,000.00	12/12/2023	12/12/2023	LBA Contract	30-290	0002-0000	LBA Base Contract for FS (Excluding Extra Services)
Lavallee Brensinger Architects	\$450,000.00	12/12/2023	12/12/2023	LBA Contract	30-290	0002-0000	LBA Base Contract for SD (Excluding Extra Services)
Lavallee Brensinger Architects	\$26,400.00	12/14/2023	12/23/23	LBA Amd 01	40-800	0003-0000	LBA Amd 01 - Land Surveying (Samiotes)
Lavallee Brensinger Architects	\$120,450.00	12/14/2023	12/23/23	LBA Amd 02	40-800	0003-0000	LBA Amd 02 - Traffic Study (GPI)
Lavallee Brensinger Architects	\$4,950.00	12/18/2024	12/23/23	LBA Amd 03	40-800	0003-0000	LBA Amd 03 - Haz Mat Consulting (UEC)
Lavallee Brensinger Architects	\$14,520.00	12/18/2024	12/23/23	LBA Amd 04	40-800	0003-0000	LBA Amd 04 - Phase 1 ESA & Soil Sampling (FS Engineers)
Lavallee Brensinger Architects	\$41,800.00	1/3/2024	01/25/24	LBA Amd 05	40-800	0003-0000	LBA Amd 05 - Geotech Services (LGCI)
Daily Times Chronicle	\$269.67	9/14/2023	02/29/24	PO NA	40-810	0004-0000	District advertising for Designer Services
Lavallee Brensinger Architects	\$2,750.00	5/29/2024		LBA Amd 06	40-800	0003-0000	LBA Amd 6 - Soil Testing for Stormwater System Locations
Lavallee Brensinger Architects	\$2,750.00	5/29/2024		LBA Amd 07	40-810	0004-0000	LBA Amd 7 - Additional Cost Estimating HVAC systems
Kartoon EDU	\$3,600.00	5/7/2024	06/10/24	Contract	40-810	0004-0000	Pillars @ \$600/each - Video Information
TOTAL	\$1,347,489.67						\$1,347,489.67



Expenditures - Invoices/Requisitions

Invoice Amount	Vendor	Invoice Number	Invoice Date	Approval Date	CODE	Propay Code	Propay Subm. #	Description
\$620.00	Colliers Project Leaders	871662	08/08/23	08/08/23	40-010	0001-0000	01	CPL Services July 2023 - FS/SD
\$11,902.50	Colliers Project Leaders	880248	09/08/23	09/08/23	40-010	0001-0000	01	CPL Services Aug 2023 - FS/SD
\$8,302.50	Colliers Project Leaders	887682	10/05/23	10/05/23	40-010	0001-0000	01	CPL Services Sept 2023 - FS/SD
\$7,432.50	Colliers Project Leaders	897597	11/06/23	11/17/23	40-010	0001-0000	01	CPL Services Oct 2023 - FS/SD
\$6,343.75	Colliers Project Leaders	905846	12/08/23	01/17/24	40-010	0001-0000	02	CPL Services Nov 2023 - FS/SD
\$6,087.50	Colliers Project Leaders	913392	01/08/24	01/17/24	40-010	0001-0000	02	CPL Services Dec 2023 - FS/SD
\$20,000.00	Lavallee Brensinger Archi	19643	01/18/24	01/26/24	30-290	0002-0000	01	LBA Services December 2023 - FS
\$19,804.50	Colliers Project Leaders	921005	02/07/24	02/12/24	40-010	0001-0000	01	CPL Services Jan 2024 - FS/SD
\$40,000.00	Lavallee Brensinger Archi	19690	02/12/24	02/12/24	30-290	0002-0000	01	LBA Services Jan 2024 - FS
\$269.67	Daily Times Chronicle	231075	09/14/23	02/29/24	40-810	0004-0000	01	District advertising for Designer Services
\$13,087.00	Colliers Project Leaders	929288	03/07/24	04/08/24	40-010	0001-0000	02	CPL Services Feb 2024 - FS/SD
\$48,000.00	Lavallee Brensinger Archi	19820	03/12/24	04/08/24	30-290	0002-0000	02	LBA Services Feb 2024 - FS
\$13,200.00	Lavallee Brensinger Archi	19820	03/12/24	04/08/24	40-800	0003-0000	02	LBA Services Feb 2024 - A&E Environmental & Site - Amd 1
\$12,045.00	Lavallee Brensinger Archi	19820	03/12/24	04/08/24	40-800	0003-0000	02	LBA Services Feb 2024 - A&E Environmental & Site - Amd 2
\$4,950.00	Lavallee Brensinger Archi	19820	03/12/24	04/08/24	40-800	0003-0000	02	LBA Services Feb 2024 - A&E Environmental & Site - Amd 3
\$20,031.00	Colliers Project Leaders	937330	04/08/24	05/09/24	40-010	0001-0000	02	CPL Services Mar 2024 - FS/SD
\$52,000.00	Lavallee Brensinger Archi	19969	04/10/24	05/09/24	30-290	0002-0000	02	LBA Services Mar 2024 - FS
\$9,240.00	Lavallee Brensinger Archi	19969	04/10/24	05/09/24	40-800	0003-0000	02	LBA Services Mar 2024 - A&E Environmental & Site - Amd 1
\$57,816.00	Lavallee Brensinger Archi	19969	04/10/24	05/09/24	40-800	0003-0000	02	LBA Services Mar 2024 - A&E Environmental & Site - Amd 2
\$2,904.00	Lavallee Brensinger Archi	19969	04/10/24	05/09/24	40-800	0003-0000	02	LBA Services Mar 2024 - A&E Environmental & Site - Amd 4
\$13,964.50	Colliers Project Leaders	945141	05/07/24	06/17/24	40-010	0001-0000		CPL Services Apr 2024 - FS/SD
\$40,000.00	Lavallee Brensinger Archi	20157	05/22/24	06/17/24	30-290	0002-0000		LBA Services Apr 2024 - FS
\$20,232.50	Colliers Project Leaders	953651	06/07/24	06/17/24	40-010	0001-0000		CPL Services May 2024 - FS/SD
\$428,232.92 Total Spent to Date								\$428,232.92

	Month		OPM	Designer & Consultants	FF&E & Misc	Construction	Contingency	Estimated Outlay	Actual outlay	Est Cum	Act Cum
Feasibility Study Period	1	Aug-23	\$8,203					\$8,203	\$620	\$8,203	\$620
	2	Sep-23	\$15,096					\$15,096	\$11,903	\$23,299	\$12,523
	3	Oct-23	\$15,096					\$15,096	\$8,303	\$38,395	\$20,825
	4	Nov-23	\$15,096					\$15,096	\$7,433	\$53,491	\$28,258
	5	Dec-23	\$14,025					\$14,025	\$0	\$67,516	\$28,258
	6	Jan-24	\$14,584	\$20,000				\$34,584	\$32,431	\$102,100	\$60,689
	7	Feb-24	\$14,584	\$50,000				\$64,584	\$60,074	\$166,684	\$120,763
	8	Mar-24	\$14,584	\$75,000			\$30,000	\$119,584	\$0	\$286,268	\$120,763
	9	Apr-24	\$14,584	\$75,000			\$50,000	\$139,584	\$91,282	\$425,852	\$212,045
	10	May-24	\$14,584	\$75,000			\$50,000	\$139,584	\$141,991	\$565,436	\$354,036
	11	Jun-24	\$14,584	\$75,000			\$50,000	\$139,584	\$74,197	\$705,020	\$428,233
	12	Jul-24	\$14,584	\$75,000			\$75,000	\$164,584	\$0	\$869,604	
	13	Aug-24	\$14,584	\$75,000			\$75,000	\$164,584	\$0	\$1,034,188	
Schematic Design	14	Sep-24	\$14,584	\$75,000			\$75,000	\$164,584	\$0	\$1,198,772	
	15	Oct-24	\$14,584	\$75,000			\$75,000	\$164,584	\$0	\$1,363,356	
	16	Nov-24	\$14,584	\$75,000			\$75,000	\$164,584	\$0	\$1,527,940	
	17	Dec-24	\$14,584	\$75,000			\$75,000	\$164,584	\$0	\$1,692,524	
	18	Jan-25	\$15,174	\$75,000			\$75,000	\$165,174	\$0	\$1,857,698	
	19	Feb-25	\$17,245	\$75,000			\$50,000	\$142,245	\$0	\$1,999,943	
	20	Mar-25	\$2,580	\$75,000			\$50,000	\$127,580	\$0	\$2,127,523	
	21	Apr-25	\$2,477	\$13,120			\$50,000	\$65,597	\$0	\$2,193,120	
	22	May-25	\$0				\$6,880	\$6,880	\$0	\$2,200,000	
	\$2,200,000	\$280,000	\$1,058,120	\$0	\$0	\$861,880	\$2,200,000	\$428,233			

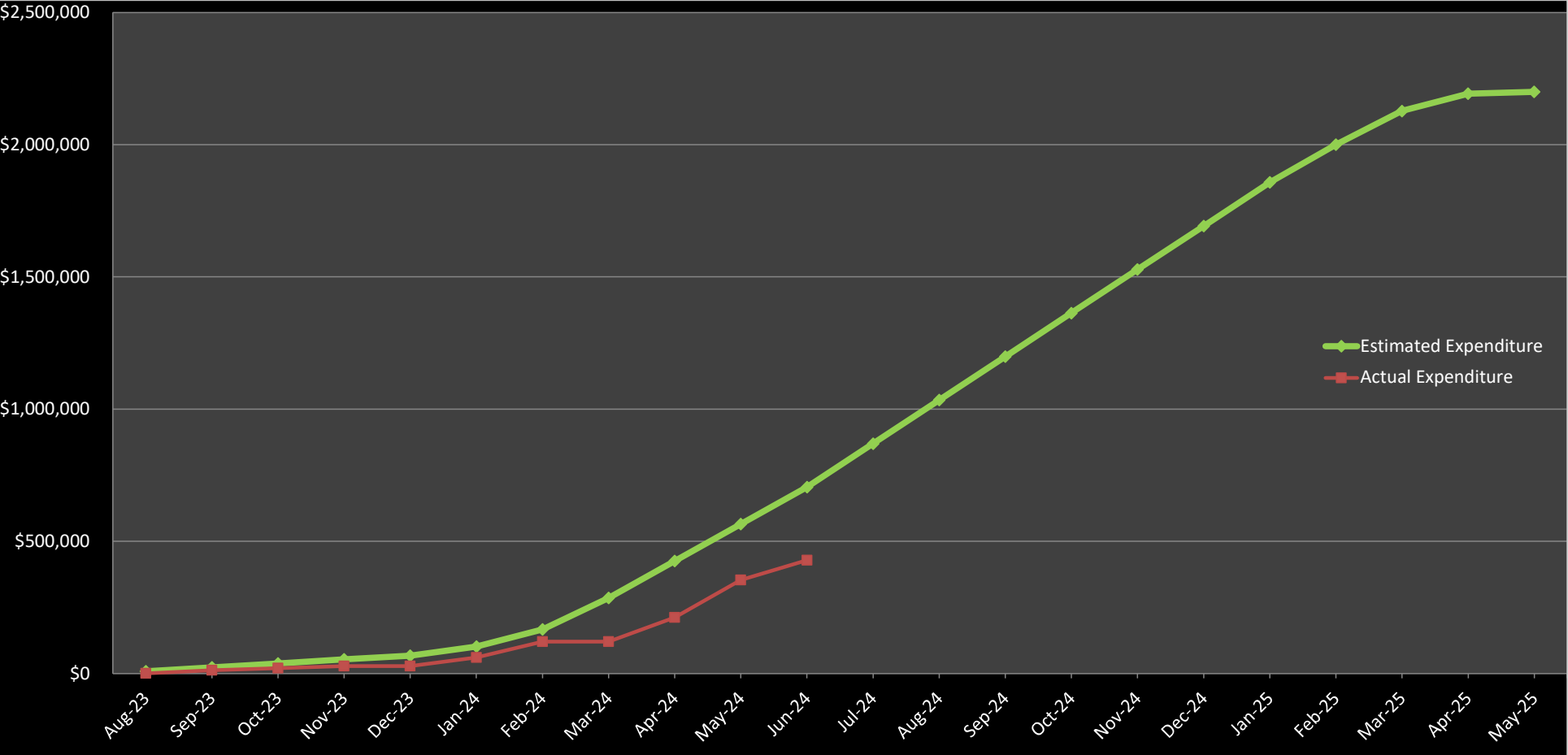


Town of Reading
Killam Elementary School
Estimated Project Cash Flow Graph



Project Leaders

June 12, 2024



May 29, 2024

Matthew Kraunelis
Town Manager
Town of Reading
16 Lowell St
Reading, MA 01867

Subject: J. Warren Killam Elementary School Designer Amendment #6

Dear Mr. Kraunelis:

Colliers Project Leaders has reviewed and recommend the approval of Lavallee Brensinger Architects' Contract Amendment #6 for the J. Warren Killam Elementary School project.

Lavallee Brensinger Architects' Contract Amendment #6 is for Preliminary Soil Testing to determine possible stormwater system locations for a total of *Two Thousand Seven Hundred Fifty and 00/100 Dollars (\$2,750.00)*. (ProPay Code: 0003-0000)

As design work is ongoing, we respectfully request execution of this agreement at the earliest opportunity. Please let us know if you have any questions.

Sincerely,



Suzanna Yeung
Project Manager

cc: Mike Carroll, Colliers Project Leaders
Tom Milaschewski, Superintendent
Carla Nazzaro, School Building Committee Chair

May 24, 2024

Mr. Matthew Kraunelis
Town Manager
Town of Reading, MA
16 Lowell St.
Reading, MA 01867
E-Mail: mkraunelis@ci.reading.ma.us

Re: Killam Elementary School
Owner-Architect Contract Amendment No. 6

Dear Mr. Kraunelis,

Please find attached Amendment No. 6 to the Owner-Architect Contract. This Amendment includes Additional Services for preliminary soil testing. This testing is strictly to see where we might be able to install Stormwater Detention/Infiltration systems around the site to better inform the site design during the SD process. This preliminary testing is done by a MA certified Soil Evaluator and usually entails 4-5 deep testholes (dug by an excavator – if you recall DPW Director said they could provide equipment/operator). These testpits are typically dug 10'-12' to determine the soil type (sandy, loamy, silty, etc.) and where the water table is as any infiltration system requires a minimum separation of 2' to the water table.

We may need to go back out to the site to do supplemental soil testing if we need more information after SD, but this would not need to be done until the DD phase, if at all.

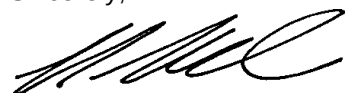
This Amendment includes Additional Service for the following:

- Soil Testing – \$2,500.00
- Administrative 10% Markup – \$250.00

The total value of this contract amendment is \$2,750.00

Please refer to the attachments for additional information.

Sincerely,



Leigh S. Sherwood, AIA, LEED AP, NCARB
Principal

Attachments:

- Attachment F – Contract for Designer Services Amendment No. 6
- Consultant Proposal – Samiotes Consultants, Inc. proposal dated 5-16-2024

Cc:

Michael Carroll, Colliers Project Leaders
File

ATTACHMENT F

CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. 6

WHEREAS, the Town of Reading ("Owner") and Lavallee Brensinger Architects (the "Designer") (collectively, the "Parties") entered into a Contract for Designer Services for the Killam Elementary School Project at the Killam Elementary School on the 12th day of December in the year Two-Thousand Twenty-three ("Contract"); and

WHEREAS, effective as of May 30, 2023, the Parties wish to amend the Contract:

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

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

Fee for Basic Services:	Original Contract Including Amd 1-5	After this Amendment 6
Feasibility Study Phase	<u>\$ 400,000.00</u>	<u>\$ 400,000.00</u>
Environmental and Site	<u>\$ 208,120.00</u>	<u>\$ 210,870.00</u>
Other Services	<u>\$</u>	<u>\$</u>
Schematic Design Phase	<u>\$ 450,000.00</u>	<u>\$ 450,000.00</u>
Design Development Phase	<u>\$</u>	<u>\$</u>
Construction Document Phase	<u>\$</u>	<u>\$</u>
Bidding Phase	<u>\$</u>	<u>\$</u>
Construction Phase	<u>\$</u>	<u>\$</u>
Completion Phase	<u>\$</u>	<u>\$</u>
Extra Services Over the Basic	<u>\$</u>	<u>\$</u>
Total Fee	<u>\$ 1,058,120.00</u>	<u>\$ 1,060,870.00</u>

This Amendment is a result of: Additional Service – Soil Testing

3. The Construction Budget shall be as follows:

Original Budget: \$ TBD _____

Amended Budget \$ TBD _____

4. The Project Schedule shall be as follows:

Original Schedule: \$ TBD _____

Amended Schedule \$ TBD _____

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.

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

(print name)

(print title)

By _____
(signature)

Date _____

DESIGNER

Chris Drobat, AIA
(print name)

President
(print title)

By _____
(signature)

Date 5/24/2023

May 16, 2024



Lavallee | Brensinger Architects
Attn: Jenni Katajamaki, RA, LEED AP, MCPPO
Senior Project Manager
99 Bedford Street, Suite 501
Boston, MA 02111

RE: J. Warren Killam Elementary School – Reading (Civil)
Addendum #1 (Preliminary Soil Testing)

SCI# 53086.00

Dear Jenni:

Samiotes Consultants, Inc. (Samiotes) is pleased to present this addendum for civil engineering services for the J. Warren Killam Elementary School located at 333 Charles Street, Reading, Massachusetts. Our addendum is as follows:

I – SCOPE OF WORK / TASKS

- A. **Preliminary Soil Testing** – Samiotes will conduct preliminary soil testing at the site for water table and infiltration determination (Not Environmental Testing) that will include up to one (1) day, eight (8) hours per day, on-site with a Massachusetts Licensed Soil Evaluator present. Note: For planning purposes, it is anticipated that up to four (4) test pits will be completed per day based on site conditions. This task will also include coordination with the Excavator, Geotechnical Engineer, and Dig-Safe Markings for testing by Samiotes. NOTE: *Excavator Fees are the responsibility of the Client / Owner and are NOT included in the Fee. Most excavating companies require payment on the day that services are provided.*

II – FEE FOR SERVICES *(Invoice Tasks in Italics)*

- A. **Preliminary Soil Testing** *(Task 21)*
Fixed Fee – \$2,500.00 per day (Assumes one day of preliminary soil testing)
(Note: Excavator Fees are NOT included in the Fee)
Method of Billing – Lump Sum billed monthly on a percentage of task completion basis.

EXPENSES: Reimbursable Expenses are included in the fees listed above with the exception of overnight mailings and courier services when requested by Client.

III – RATE SCHEDULE

Hourly work and Additional Services will be billed hourly at the following rates. These rates are subject to change as a result of fluctuating market conditions:

Principal/President	\$285.00 per Hour
Expert Witness	\$350.00 per Hour
Director of Engineering	\$235.00 per Hour
Senior Project Manager	\$195.00 per Hour
Director of Land Surveying	\$205.00 per Hour
Registered Professional Engineer	\$180.00 to \$190.00 per Hour
Registered Professional Land Surveyor	\$180.00 per Hour
Survey Field Crew (2-person)	\$195.00 per Hour

Samiotes Consultants, Inc.
Civil Engineers + Land Surveyors

20 A Street
Framingham, MA 01701-4102

T 508.877.6688
F 508.877.8349

www.samiotes.com

Survey Field Crew (1-person)	\$155.00 per Hour
2-Person Survey Field Crew (Construction Layout)	\$3,250.00 per Day
	\$1,900.00 per one-half Day
Civil Project Manager	\$170.00 per Hour
Survey Project Manager	\$150.00 per Hour
Soil Evaluator	\$150.00 per Hour
3D Scan Processing	\$150.00 per Hour
Certified Arborist	\$140.00 per Hour
Project Engineer (I, II, III)	\$115.00, \$125.00, \$135.00 per Hour
Project Surveyor (I, II, III)	\$105.00, \$115.00, \$125.00 per Hour
Survey Technician	\$95.00 per Hour
Professional Staff	\$85.00 per Hour
Administrative Staff	\$80.00 per Hour
Archive Retrieval Fee (Up to 1 hour)	\$150.00 Flat Fee

AUTHORIZATION TO PROCEED: Execution of this document constitutes Authorization to Proceed. Work will not proceed until a signed copy is returned to this office.

VALIDITY: The prices quoted are valid for sixty (60) days.

COST: Rates are re-evaluated on an annual basis. Once the document is signed, the fees and terms shall remain in effect until the end of the calendar year. If the project continues beyond that time, Samiotes' hourly rates will be revised to conform to Samiotes' standard hourly rates for that calendar years. If Additional Services are contracted, the Client will be notified of the updated rate schedule.

ACCEPTANCE: This Document for Professional Consulting Services is hereby accepted and executed by a duly authorized signatory who, by execution hereof, warrants that he/she has full authority to act in the name of and on behalf of

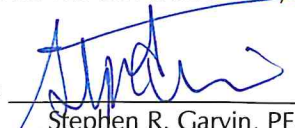
LAVALLEE | BRENSINGER ARCHITECTS

By: _____ Title: _____

Printed Name: _____ Date: _____

Agreed:

SAMIOTES CONSULTANTS, INC.

By:  _____ Title: President
 Stephen R. Garvin, PE, LEED AP

By:  _____ Title: Director of
 Stephen Powers, PE Civil Engineering

Please return a copy of the executed document as Authorization to Proceed. Thank you for this request for Samiotes' services.

May 29, 2024

Matthew Kraunelis
Town Manager
Town of Reading
16 Lowell St
Reading, MA 01867

Subject: J. Warren Killam Elementary School Designer Amendment #7

Dear Mr. Kraunelis:

Colliers Project Leaders has reviewed and recommend the approval of Lavallee Brensinger Architects' Contract Amendment #7 for the J. Warren Killam Elementary School project.

Lavallee Brensinger Architects' Contract Amendment #7 is for Additional Cost Estimating Study to compare seven different HVAC options for a total of *Two Thousand Seven Hundred Fifty and 00/100 Dollars (\$2,750.00)*. (ProPay Code: 0004-0000)

As design work is ongoing, we respectfully request execution of this agreement at the earliest opportunity. Please let us know if you have any questions.

Sincerely,



Suzanna Yeung
Project Manager

cc: Mike Carroll, Colliers Project Leaders
Tom Milaschewski, Superintendent
Carla Nazzaro, School Building Committee Chair

May 24, 2024

Mr. Matthew Kraunelis
Town Manager
Town of Reading, MA
16 Lowell St.
Reading, MA 01867
E-Mail: mkraunelis@ci.reading.ma.us

Re: Killam Elementary School
Owner-Architect Contract Amendment No. 7

Dear Mr. Kraunelis,

Please find attached Amendment No. 7 to the Owner-Architect Contract. This Amendment includes Additional Services for an additional cost estimating study to compare 7 different HVAC options (4 plant options and 3 distribution options). This cost estimating effort will provide the Killam School Building Committee with information they need to make an informed decision about the type of HVAC system to pursue. This is not typically included in basic services

This Amendment includes the following:

- HVAC System Comparison Cost Estimate – \$2,500.00
- Administrative 10% Markup – \$250.00

The total value of this contract amendment is \$2,750.00

Please refer to the attachments for additional information.

Sincerely,



Leigh S. Sherwood, AIA, LEED AP, NCARB
Principal

Attachments:

- Attachment F – Contract for Designer Services Amendment No. 7
- Consultant Proposal – PM&C proposal dated 5-23-2024

Cc:
Michael Carroll, Colliers Project Leaders
File

ATTACHMENT F

CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. 7

WHEREAS, the Town of Reading ("Owner") and Lavallee Brensinger Architects (the "Designer") (collectively, the "Parties") entered into a Contract for Designer Services for the Killam Elementary School Project at the Killam Elementary School on the 12th day of December in the year Two-Thousand Twenty-three ("Contract"); and

WHEREAS, effective as of May 30, 2023, the Parties wish to amend the Contract:

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

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

Fee for Basic Services:	Original Contract Including Amd 1-6	After this Amendment 7
Feasibility Study Phase	<u>\$ 400,000.00</u>	<u>\$ 400,000.00</u>
Environmental and Site	<u>\$ 208,120.00</u>	<u>\$ 210,870.00</u>
Other Services	<u>\$</u>	<u>\$ 2,750.00</u>
Schematic Design Phase	<u>\$ 450,000.00</u>	<u>\$ 450,000.00</u>
Design Development Phase	<u>\$</u>	<u>\$</u>
Construction Document Phase	<u>\$</u>	<u>\$</u>
Bidding Phase	<u>\$</u>	<u>\$</u>
Construction Phase	<u>\$</u>	<u>\$</u>
Completion Phase	<u>\$</u>	<u>\$</u>
Extra Services Over the Basic	<u>\$</u>	<u>\$</u>
Total Fee	<u>\$ 1,058,120.00</u>	<u>\$ 1,063,620.00</u>

This Amendment is a result of: Additional Service – HVAC System Comparison Cost Estimate

3. The Construction Budget shall be as follows:

Original Budget: \$ TBD _____

Amended Budget \$ TBD _____

4. The Project Schedule shall be as follows:

Original Schedule: \$ TBD _____

Amended Schedule \$ TBD _____

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.

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

(print name)

(print title)

By _____
(signature)

Date _____

DESIGNER

Chris Drobat, AIA
(print name)

President
(print title)

By _____
(signature)

Date 5/24/2023



100 Federal Street
Floor 13
Boston, MA 02110

www.cplusa.com



May 24, 2024

Matthew Kraunelis
Town Manager
Town of Reading
16 Lowell St
Reading, MA 01867



**Subject: J Warren Killam Elementary School Project Management – KartoonEDU
Licensing Agreement**

Dear Mr. Kraunelis:

Colliers is recommending approval, in conjunction with the approval from the Killam Communications Group, for six (6) KartoonEDU videos or “pillars”, valued at \$600.00 each, for a total of \$3,600.00 billed to the J. Warren Killam Elementary School project. KartoonEDU’s Licensing Agreement is attached.

Please feel free to contact me at (617) 640-9982 if you have any questions concerning the licensing agreement.

Sincerely,

A handwritten signature in black ink, appearing to read "Suzanna Yeung".

Suzanna Yeung
Project Manager

Cc: Mike Carroll, Colliers Project Leaders

Attachment: 2024 05 KartoonEDU Licensing Agreement

\$3,600.00 - ProPay Code: 0004-0000

KartoonEDU Licensing Agreement

Reading Public Schools
82 Oakland Road
Reading MA 01867

May 7, 2024



kartoonEDU, LLC approves the use of "MSBA: Leg One" for use to all students and their families enrolled in Reading, Mass., pursuant to the request of Thomas Milaschewski, Superintendent, Reading Public Schools, on May 7, 2024 as follows:

Section I

Video:	MSBA: Leg One
Creator:	kartoonEDU, LLC
Duration:	Approximately 2:00 per pillar
Licenses:	Unlimited use on any online platform, excluding Vimeo
Territory:	Reading, Mass.
Production:	MSBA Pillars
Project Description:	Multi-Pillar Informational Series to Maximize Engagement across Platforms & Venues
End Client:	Reading Public Schools
Fee:	\$600.00/pillar

This permission is only for the use of "MSBA: Leg One" video in the Production as specified herein. Any other proposed use is subject to kartoonEDU's approval.

Please contact kartoonEDU with any questions or comments.

kartoonEDU, LLC, Dave Kartunen, Founder, 74 Surrey Ln., Sudbury, MA 01776
978-261-7333 (VOIP) | 912-509-2688 (Mobile)

This Agreement (the "Agreement") is a legal contract between you (the end user) and kartoonEDU, a limited liability company with its principal office located in Middlesex County, Massachusetts, (hereinafter "Licensor"). By employing our video(s), customized for your use with your organization's logo and licensing information embedded within, you agree to conduct this transaction electronically and you agree to be bound by the terms of this Agreement in respect to these videos. If you do not accept or agree with these terms, do not share, redistribute, or publish the links provided to you. In this Agreement you are referred to as Licensee.

The use of the video(s) is/are strictly subject to the terms, conditions, and restrictions set forth in Section I of this agreement. Further, if any of the Licensee-provided information in Section I is missing, omitted, or incorrect, this license can be invalidated. This license is for a single communication campaign intended to promote a single organization, entity, company, product, or the like (collectively referred to as "End Client"). Placement of the brand, logo, name, or other identifier of more than one End Client on the project is a violation of the terms of this agreement. Co-branded projects, i.e., those featuring the brand, logo, name, or other identifier of more than one End Client, require a custom written license from kartoonEDU.

1. You acknowledge that each Video is the property of Licensor and its Artists. If you are entering this Agreement on behalf of an organization, entity, or company, then that entity is bound to the license granted and the restrictions and limitations detailed herein (and such entity or organization is included in the term "Licensee") regardless of your future employment and/or relationship with such entity.

2. In consideration of the mutual promises contained herein, and the payment to Licensor in Section I of this agreement (amount listed under fee), Licensor hereby grants to Licensee a non-exclusive, non-transferable license to use the Videos of those Artists represented by Licensor subject to the terms and conditions set forth below.

3. Licensor may also terminate this License Agreement upon Licensee's breach of any of the terms of this Agreement by giving notice in writing of such breach, as provided in Paragraph 20, by regular or registered mail, or electronic

communication such as email to Licensee at Licensee's physical or provided email address. If Licensee fails to remedy the breach complained of within fourteen (14) days of the date of receipt mailing of the notice (as provided in Paragraph 20), then this Agreement shall automatically terminate on the fifteenth (15) day. In the event of termination of this Agreement due to a breach of such by Licensee, Licensor shall be entitled to retain any fees paid by Licensee pursuant to this Agreement.

4. Any use of the Video after termination of the license this Agreement is prohibited and may be actionable as an act of infringement of copyright owned by the Artist or Licensor or for any other applicable cause of action.

5. The uses of the Videos are strictly subject to the rules set in Section I of this agreement.

6. Licensor represents and warrants that it owns or controls 100% of the copyright in the composition and 100% of the copyright in the Master and has the right to grant the rights granted to Licensee under this agreement.

7. The videos and accompanying materials (if applicable) are provided "as is" without warranties or conditions of merchantability or fitness for a particular purpose. Licensor does not represent or warrant that the videos will meet Licensee's requirements or that its use will be uninterrupted or error free. The entire risk as to the quality and performance of the videos is with Licensee. Should the videos prove defective, Licensee, and not Licensor, assume the entire cost of all necessary corrections.

8. LICENSOR'S entire liability and Licensee's exclusive remedy, with respect to any claims arising out of Licensee's use of the Videos or accompanying material (if applicable), or out of Licensee's actions in downloading such, shall be as follows:

(a) Licensee may, upon request to Licensor, be permitted to download the Videos again, at a location provided by Licensor;

(b) If Licensee continues to be unable to download the Videos, Licensor will refund the fee actually paid by Licensee in respect of the use of such Videos, provided Licensor determines in its sole and absolute discretion that Licensee has been unable to download such Videos successfully.

(c) In no event shall Licensor or any of its directors, officers, employees, shareholders, partners, or agents be liable for any incidental, indirect, punitive, exemplary, or consequential damages whatsoever (including damages for loss of profits, interruption, loss of business information, or any other pecuniary loss) in connection with any claim, loss, damage, action, suit or other proceeding arising under or out of this agreement, including without limitation Licensee's use of, reliance upon, access to, or exploitation of the videos, or any part thereof, or any rights granted to Licensee hereunder, even if Licensor has been advised of the possibility of such damages, whether the action is based on contract, tort (including negligence), infringement of intellectual property rights or otherwise.

(d) In any event, Licensor's total maximum aggregate liability under this agreement, the license provided hereunder, or the use or exploitation of any or all of the videos in any manner whatsoever shall be limited to the fees actually paid by Licensee to Licensor under this Agreement in respect of the use of the videos.

9. This License is personal to the Licensee and strictly subject to the exercise of the rights set out herein. The rights and obligations set forth in this Agreement may not be assigned or otherwise transferred without Licensor's prior written consent. Licensor may assign this Agreement without Licensee's consent.

10. Each party (the "Indemnifying Party") shall indemnify, hold harmless and defend the other party (the "Indemnified Party"), its parent, subsidiaries, affiliates, and the other party's respective officers, directors, employees and agents from any and all liabilities, actual loss, damages, costs and expenses (including, without limitation, reasonable attorney's fees) incurred by the Indemnified Party that arise out of any claim, demand, suit, action, encumbrance, deficiency, or proceeding brought by a third party that involves, relates to or concerns a violation or other breach by the Indemnifying Party of any of the provisions of this Agreement (including, without limitation, any of the representations or warranties of the Indemnifying Party set forth in this Agreement) or the negligence or willful misconduct of the Indemnifying Party. Provided, however, that the Indemnified Party, upon receipt of a notice of a claim that could result in the Indemnifying Party indemnifying the Indemnified Party, gives prompt notice to the Indemnifying Party of the existence and specifics of such claim.

11. Unless otherwise stated in Section I of this Agreement, Licensee agrees that it shall not use the Video(s) in any of the manners described below:

a. Projects and products which incorporate Video(s) may not be monetized, which involves the Licensee:

(i) placing a video or videos containing Video(s) on video hosting services such as, but not limited to, Vimeo and YouTube, AND;

(ii) authorizing the presence of advertising with such video(s), and

(iii) being entitled to a share of the revenues from any such advertising.

b. The Video(s) may not be sold as standalone video files, or included in any other media/stock product, library, or collection for distribution or resale. Licensee may not disassemble, decompile, reverse engineer, translate, or otherwise decode the Video(s) for any reason whatsoever.

c. Video(s) may not be used for product that is intended for resale, such as, but not limited to, digital product (electronic templates for websites or applications, software and mobile applications, video games, stock elements or films/illustrations for resale) or physical product (DVDs, BluRay, or external media storage such as USB drives).

d. If Licensee provides Video(s) or works incorporating the Video(s) to a client as part of its work product, the client may not reuse the Video(s) or works incorporating the Video(s) for any purposes other than a review of Licensee's work product without purchasing a separate license.

e. Video(s) may not under any circumstances be used in or in conjunction with, or in any way that might be considered pornographic, obscene, immoral, or illegal.

f. Video(s) shall not be used in conjunction with sensitive subject matter without the prior written consent of KartoonEDU; sensitive subject matter includes but is not limited to sexual activity or sexual-oriented nudity; tobacco, alcohol, or drug use; health issues and bodily functions; illegal activities; excessive or graphic violence; and political content.

g. Video(s) may not be used in a way that may be considered defamatory, libelous, or fraudulent, or in a way that is derogatory of any race, nationality, ethnic identity, gender or sexual orientation, or political or religious belief, whether directly or in context or juxtaposition with other materials.

h. Video(s) may not be used in any manner that creates a false inference or places the Video(s) in a context that is likely to result in bringing the Video(s), kartoonEDU, or any Artist into public disrespect, scorn, contempt, scandal, ridicule, or that is likely to tend to shock, insult, or offend the community or public morals or decency or prejudice kartoonEDU, any of its Artists, or any person or property in the Video(s), or otherwise detract from or negatively affect the public image of kartoonEDU or any of its Artists.

13. The parties to this Agreement are independent contractors. Nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representation, or employment relationship between the parties. Neither party has authority to make or accept any offers or representations on behalf of the other party.

14. Any use of Video(s) in a manner not expressly authorized by this Agreement or in breach of a term of this Agreement constitutes copyright infringement, entitling kartoonEDU and/or its Artists to exercise all rights and remedies available to it at law or in equity, including injunctive relief and monetary damages against all users and beneficiaries of the use of such Video(s). In such case, kartoonEDU and/or its Artists shall have the right, without providing prior notice to Licensee, to issue a Digital Millennium Copyright Act (DMCA) notice (as provided by 17 U.S.C. §512 and any successor statute) to any site or outlet in which the project appears or is placed in violation of the terms of this Agreement. Licensee shall be responsible for any damages resulting from any such copyright infringement, including any claims by a third party. In addition, and without prejudice to kartoonEDU's other remedies under this Agreement, KartoonEDU and/or its Artists reserves the right to charge and Licensee agrees to pay a fee equal to up to five (5) times kartoonEDU's standard license fee for the unauthorized use of the Video(s). The foregoing is not a limiting statement of kartoonEDU's or its Artists' rights or remedies in connection with any unauthorized use of the Video(s) or any breach of this Agreement. The provisions of this paragraph shall survive the termination of this Agreement.

15. This Agreement sets forth the entire agreement between the parties and supersedes any/all prior proposals, agreements or communications, written or oral, of the parties with respect to the subject matter herein.

16. This Agreement may not be modified, altered, or amended, except by written instrument duly executed by both parties.

17. No failure or delay by either party in exercising any right hereunder will operate as a waiver thereof.

18. Any attempt by Licensee to assign this Agreement other than as permitted above will be null and void. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

19. If any provision of this Agreement is found to be invalid or unenforceable by an arbitrator or a court of competent jurisdiction, the remaining portions shall remain in full force and effect.

20. All notices required under this Agreement shall be (a) either electronic or in writing, (b) deemed to have been duly made and received when (i) personally served, (ii) electronically received (iii) delivered by commercially established courier service, or iv) five (5) days after deposit in mail via certified mail, return receipt requested, to the addresses specified below or at such other address as the parties shall designate in writing from time to time. Address for notices:

LICENSOR:

KartoonEDU, LLC, 74 Surrey Ln., Sudbury, MA 01776

END CLIENT:

The larger of (i) the organization, entity or brand which is featured in the video project AND (ii) the organization, entity or brand which publishes the video project.

LICENSEE:

Address listed above Section I of this agreement.

21. This Agreement shall be governed by and construed under the laws of the Commonwealth of Massachusetts without regard to any conflict of law provision. This Agreement is performable in whole or in part in Middlesex County, Massachusetts.

22. At no time while this Agreement is in effect shall Licensee deal directly or indirectly with any Artist regarding Artist's Videos where a Representation Agreement is in effect between Artist and the Company.

23. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND KARTOONEDU WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION BETWEEN YOU AND KARTOONEDU, LLC RELATING TO THE SUBJECT OF THIS AGREEMENT.

24. Full details of permitted and restricted uses are outlined below.

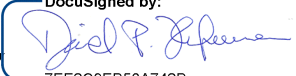
E-mail Campaign Use Guidelines

Unlimited use of the video publishing the video's unlisted Vimeo link in any project promoting a single entity (Project Client) to the audience defined by the licensee (Project Description). Not for use in templates or recordings for resale; revenue generation or monetization through advertising; inappropriate content such as pornography, drugs, alcohol, tobacco or content deemed appropriate only for mature audiences; or for any political purposes.

Web or Closed Circuit / Streaming

The Web or Closed Circuit / Streaming distribution option is an unlimited use license intended for the audience defined by the licensee (Project Description) where the video is distributed, via e-mail with the unlisted Vimeo link provided by the licensor or where the video is re-broadcast in a closed circuit environment to the audience defined by the licensee (Project Description), such as in a classroom or at another school function. (DOES NOT INCLUDE PAID ADVERTISING or BROADCAST MEDIA unless specifically stated in Section I of this agreement). This license includes a perpetual right to stream the video within the specified media and territories. This license is also subject to the entity size (by student enrollment) shown in your license.

AUTHORIZING SIGNATURE FOR THE LICENSOR:

X DocuSigned by:  7EE2C9EB50A742B...

6/7/2024
DATE: _____

PRINT NAME: Dave Kartunen _____

PRINT TITLE: Founder _____

AUTHORIZING SIGNATURE FOR THE LICENSEE:

X DocuSigned by:  A4D87F0B2698425...

6/10/2024
DATE: _____

PRINT NAME: Matt Kraunelis _____

PRINT TITLE: Town Manager _____

DS
MK

May 22, 2024

Matthew Kraunelis
Town Manager
Town of Reading
16 Lowell St
Reading, MA 01867

**Subject: J Warren Killam Elementary School Project Management Services
Invoice #0000945141**

Dear Mr. Kraunelis:

Attached please find Colliers Project Leaders (CPL) invoice #0000945141, in the amount of \$13,964.50 for Owner Project Manager services as authorized in Contract for the J Warren Killam Elementary School Project, during the month of April 2024.

In the period of April 1 - 30, 2024, the specific tasks undertaken and billed to this invoice include:

- Prepare and attend in person School Building Committee meeting for April.
- Attend School Committee Meeting for April.
- Attend and prepared agendas for XLT Meetings.
- Attend Communications group meetings.
- Review Architect invoice.
- Coordinate and attend School tours.

Please feel free to contact me at (617) 640-9982 if you have any questions concerning this invoice.

Sincerely,



Suzanna Yeung
Project Manager

Cc: Mike Carroll, Colliers Project Leaders

Attachment: 2024 04 Colliers Invoice #945141

\$13,964.50 - ProPay Code: 0001-0000



A Division of Colliers Engineering & Design

101 Crawfords Corner Road, Suite 3400
Holmdel, NJ 07733
732 383 1950

Town of Reading
Attn: Matt Kraunelis
16 Lowell St
Reading, MA 01867

Invoice : 0000945141
Invoice Date : 5/7/2024

Project : 23010425A
Project Manager: Osterman, Derek
Project Name : Reading MA/ OPM - J. Warren
Killam Elementary School

For Professional Services Rendered Through 4/30/2024

	Fee	Remaining Fee	% Complete	Billings		
				To Date	Previous	Current
Feasibility Study / Schematic Design Phase	280,000.00	172,424.25	38.42	107,575.75	93,611.25	13,964.50
Subtotal:	280,000.00	172,424.25	38.42	107,575.75	93,611.25	13,964.50
Current Billings						<u>13,964.50</u>
Amount Due This Bill						<u>13,964.50</u>

mike.carroll@collierseng.com

In accordance with our business terms and conditions, acceptance of this invoice is implied unless Colliers Project Leaders USA NE, LLC is notified by 14 days from the date of this invoice. If timely payment cannot be made due to any discrepancy, please E-mail a brief explanation to Billing@colliersengineering.com and we will reply as soon as possible.
EFT/ACH PAYMENT INFO: Colliers Engineering & Design, Inc. | JP Morgan Chase | Routing 021000021 | Account# 836759092

REMIT TO: Colliers Project Leaders USA NE, LLC 101 Crawfords Corner Road, Suite 3400 | Holmdel, NJ 07733
Phone: 877-627-3772 | Fax: 732-383-1980

Labor

Class

Total Project:	23010425A - Reading MA/ OPM - J. Warren Killam Elementary School	13,964.50
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May 22, 2024

Matthew Kraunelis
Town Manager
Town of Reading
16 Lowell St
Reading, MA 01867

Subject: J Warren Killam Elementary School Designer Services
Invoice #20157

Dear Mr. Kraunelis:

Colliers Project Leaders has reviewed the attached invoice and finds that the invoice is in compliance with the contract and the amount is appropriate for the scope of services delivered during this time period.

The referenced invoice is #20157 for Lavallee Brensinger Architects, for the Month of April 2024. The total recommended Payment is \$40,000.00.

We recommend payment of this amount, using the following ProPay Codes and Breakdowns.

Invoice Number	Task	Request This Period	ProPay Code
20157	A&E - Feasibility Study	\$40,000.00	0002-0000

Please feel free to contact me at (617) 640-9982 if you have any questions concerning this invoice.

Sincerely,



Suzanna Yeung
Project Manager

Cc: Mike Carroll, Colliers Project Leaders

Attachment: 2024 04 LBA Inv#20157

LAVALLEE | BRENSINGER ARCHITECTS

155 Dow Street, Suite 400
Manchester, NH 03101

Matthew Kraunelis
Town of Reading MA
16 Lowell Street
Reading, MA 01867

May 20, 2024
Project No: 23-106-00
Invoice No: 20157
Customer PO # 23004647-001

Invoice Total: \$40,000.00

Project 23-106-00 Reading Killam Elementary School

Professional Services from April 1, 2024 to April 30, 2024

Task	025	Feasibility Study			
Fee					
Total Fee		400,000.00			
Percent Complete		50.00	Total Earned	200,000.00	
			Previous Fee Billing	160,000.00	
			Current Fee Billing	40,000.00	
			Total Fee		40,000.00
			Total this Task		\$40,000.00
Task	100	Basic Services			
Phase	002	Schematic Design			
Fee					
Total Fee		450,000.00			
Percent Complete		0.00	Total Earned	0.00	
			Previous Fee Billing	0.00	
			Current Fee Billing	0.00	
			Total Fee		0.00
			Total this Phase		0.00
			Total this Task		0.00
Task	200	Add Services			
Phase	001	Amendment #1 - Survey			
Fee					
Total Fee		26,400.00			
Percent Complete		85.00	Total Earned	22,440.00	
			Previous Fee Billing	22,440.00	
			Current Fee Billing	0.00	
			Total Fee		0.00
			Total this Phase		0.00
Phase	002	Amendment #2 - Traffic			
Fee					
Total Fee		120,450.00			

Project	23-106-00	Reading Killam Elementary School	Invoice	20157
Percent Complete	58.00	Total Earned	69,861.00	
		Previous Fee Billing	69,861.00	
		Current Fee Billing	0.00	
		Total Fee		0.00
		Total this Phase		0.00

Phase	003	Amendment #3 - HazMat		
Fee				
Total Fee	4,950.00			
Percent Complete	100.00	Total Earned	4,950.00	
		Previous Fee Billing	4,950.00	
		Current Fee Billing	0.00	
		Total Fee		0.00
		Total this Phase		0.00

Phase	004	Amendment #4 - Environmental		
Fee				
Total Fee	14,520.00			
Percent Complete	20.00	Total Earned	2,904.00	
		Previous Fee Billing	2,904.00	
		Current Fee Billing	0.00	
		Total Fee		0.00
		Total this Phase		0.00

Phase	005	Amendment #5 - GeoTech		
Fee				
Total Fee	41,800.00			
Percent Complete	0.00	Total Earned	0.00	
		Previous Fee Billing	0.00	
		Current Fee Billing	0.00	
		Total Fee		0.00
		Total this Phase		0.00
		Total this Task		0.00
		Total this Invoice		\$40,000.00

	Current	Prior	Total
Billings to Date	40,000.00	260,155.00	300,155.00

Your mission inspires us. Our creativity and knowledge empower you. Together we achieve excellence.

Thank you for your business. Our standard payment terms are thirty (30) days from invoice date. Any amounts remaining unpaid beyond thirty (30) days are subject to interest at a rate of 1.0% per month, 12% per annum or at the legal prevailing rate.

June 12, 2024

Matthew Kraunelis
Town Manager
Town of Reading
16 Lowell St
Reading, MA 01867

Subject: J Warren Killam Elementary School Project Management Services
Invoice #0000953651

Dear Mr. Kraunelis:

Attached please find Colliers Project Leaders (CPL) invoice #0000953651, in the amount of \$20,232.50 for Owner Project Manager services as authorized in Contract for the J Warren Killam Elementary School Project, during the month of May 2024.

In the period of May 1 - 31, 2024, the specific tasks undertaken and billed to this invoice include:

- Prepare and attend in person School Building Committee meeting for May.
- Attend School Committee Meeting for May.
- Attend and prepared agendas for XLT Meetings.
- Attend Communications group meetings.
- Review Architect invoice.
- Coordinated meeting of swing space
- Prepared information on the Total Project Budget

Please feel free to contact me at (617) 640-9982 if you have any questions concerning this invoice.

Sincerely,



Suzanna Yeung
Project Manager

Cc: Mike Carroll, Colliers Project Leaders

Attachment: 2024 04 Colliers Invoice #945141

\$20,232.50 - ProPay Code: 0001-0000



Project
Leaders

A Division of Colliers Engineering & Design

101 Crawfords Corner Road, Suite 3400
Holmdel, NJ 07733
732 383 1950

Town of Reading
Attn: Matt Kraunelis
16 Lowell St
Reading, MA 01867

Invoice : 0000953651
Invoice Date : 6/7/2024

Project : 23010425A
Project Manager: Osterman, Derek
Project Name : Reading MA/ OPM - J. Warren
Killam Elementary School

For Professional Services Rendered Through 5/31/2024

	Fee	Remaining Fee	% Complete	Billings		
				To Date	Previous	Current
Feasibility Study / Schematic Design Phase	280,000.00	152,191.75	45.65	127,808.25	107,575.75	20,232.50
Subtotal:	280,000.00	152,191.75	45.65	127,808.25	107,575.75	20,232.50

Current Billings	20,232.50
Amount Due This Bill	20,232.50

mike.carroll@collierseng.com

In accordance with our business terms and conditions, acceptance of this invoice is implied unless Colliers Project Leaders USA NE, LLC is notified by 14 days from the date of this invoice. If timely payment cannot be made due to any discrepancy, please E-mail a brief explanation to Billing@colliersengineering.com and we will reply as soon as possible.
EFT/ACH PAYMENT INFO: Colliers Engineering & Design, Inc. | JP Morgan Chase | Routing 021000021 | Account# 836759092

REMIT TO: Colliers Project Leaders USA NE, LLC 101 Crawfords Corner Road, Suite 3400 | Holmdel, NJ 07733
Phone: 877-627-3772 | Fax: 732-383-1980

PM02 - Feasibility Study / Schematic Design Phase

Labor			
Rate Labor			
Class	Hours	Rate	Amount
Assistant Project Manager	3.50	167.0000	584.50
Financial Specialists	4.50	162.0000	729.00
Project Director	29.00	328.0000	9,512.00
	1.00	479.0000	479.00
Total Project Director	30.00		9,991.00
Project Manager	46.50	192.0000	8,928.00
Total Rate Labor			20,232.50
Total Labor			20,232.50
Total Bill Task: PM02 - Feasibility Study / Schematic Design Phase			20,232.50



Reading Killam Elementary School

A	B	C	D	E	F	G	H	I	J	K	L	M	N
Options	Description	Swing Space	Duration	VE (%)	Construction Cost	Soft Cost	Contingency	Total Project Cost	Reimb (% of Eligible)	Reimb (% of Actual)	Town Share	TPC Delta (Building vs VE Building)	Town Share Delta
Larger Building includes Enrollment of 455 k-5 and 120 Pre-k Total Area 122,650 sf													
A1.	Addition/Renovation	Mods only	42 months		\$111,765,951				53.81%				
B1.	New Construction (3 stories)	Mods only	34 months		\$106,797,995				51.45%				
C1.	New Construction (2 stories Wide)	Mods only	34 months		\$105,594,661				51.45%				
D1.	New Construction (2 stories Narrow)	Mods & 1 Pod	34 months		\$107,878,693				51.45%				
E1.	New Construction (2 stories Narrow moved)	Full Building	24 months		\$105,264,629				51.45%				
B1.	New Construction (3 stories)	Mods only	34 months		\$106,797,995	\$22,715,000	\$6,315,550	\$135,828,545	51.45%	27.97%	\$97,838,903	\$18,934,169	\$18,966,466
B1-15%	New Construction (3 stories) (w/15% VE)	Mods only	34 months	15.00%	\$90,778,296	\$21,465,000	\$4,651,080	\$116,894,376	51.45%	32.53%	\$78,872,437		
E1	New Construction (2 stories Narrow moved)	Full Building	24 months		\$105,232,372	\$24,603,000	\$6,253,387	\$136,088,759	51.45%	27.91%	\$98,106,811		
Smaller Building includes Enrollment of 455 k-5 and 40 Pre-k Total Area 103,000 sf													
A2.	Addition/Renovation	Mods only	42 months		\$98,786,982				54.27%				
B2.	New Construction (3 stories)	Mods only	30 months		\$93,398,101				51.45%				
C2.	New Construction (2 stories Wide)	Mods only	30 months		\$94,111,565				51.45%				
D2.	New Construction (2 stories Narrow)	Mods & 1 Pod	34 months		\$95,521,622				51.45%				
B2.	New Construction (3 stories)	Mods only	30 months		\$93,398,101	\$20,988,000	\$5,639,210	\$120,025,311	51.45%	29.87%	\$84,177,846	\$16,299,437	\$16,331,812
B2-15%	New Construction (3 stories) (w/15% VE)	Mods only	30 months	15.00%	\$79,388,386	\$19,463,000	\$4,874,489	\$103,725,875	51.45%	34.59%	\$67,846,035		

* GC 149

* CMR (149a) would add +5%-10% to all numbers above

* Assumes 5% Contingency

* Swing Space costs are assumed, but need to be confirmed.

* 15% VE assumes approximately

10% for Changing Ground Source Heat Pumps to Air Source Heat Pumps

5% for other items the design team will have to address

* Assumes \$2200/student (enrollment only) for FFE and Technology



Reading Killam Elementary School

A	B	C	D	E	F	G	H	I	J	K	L	M	N
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* 15% VE assumes approximately

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5% for other items the design team will have to address

* Assumes \$2200/student (enrollment only) for FFE and Technology



Town of Reading Meeting Minutes

2016-09-22 LAG

Board - Committee - Commission - Council:

Permanent Building Committee

Killam School Building Committee

Date: 2024-05-09

Time: 5:30 PM

Building: Reading Town Hall

Location: Berger Room

Address: 16 Lowell Street

Session: Open Session

Purpose: General Business

Version: Draft

Attendees: **Members - Present:**

Chair Carla Nazzaro, Vice Chair Karen Herrick (remote), John Coote, Kirk McCormick (remote), Greg Stepler (remote), Pat Tompkins (remote), Nancy Twomey (remote)

Members - Not Present:

Sarah McLaughlin, Ed Ross

Others Present:

Town Manager Matt Kraunelis, School Superintendent Thomas Milaschewski, School Finance Director Derek Pinto, Chief Financial Officer Sharon Angstrom (remote), Facilities Director Joe Huggins (remote), Assistant Facilities Director Kevin Cabuzzi (remote), LBA Project Manager Jenni Katajamaki, Colliers Project Manager Suzanna Yeung, Colliers Project Director Mike Carroll (remote), LBA Architect Leigh Sherwood (remote), Mollie O'Keeffe RMLD, Tom Ollila RMLD

Minutes Respectfully Submitted By: Jacquelyn LaVerde

Topics of Discussion:

This meeting was held in-person in the Berger Conference Room of Town Hall and remotely via Zoom.

Call to Order

Chair Carla Nazzaro called the meeting to order at 5:34 pm.

Roll call attendance: Karen Gately Herrick, John Coote, Kirk McCormick, Greg Stepler, Pat Tompkins, Nancy Twomey, Carla Nazzaro.

Not Present: Sarah McLaughlin, Ed Ross.

Public Comment

There was no comment from the public.

KSBC Liaison Reports

Chair Carla Nazzaro kicked off discussion of last week's visits to Douglas and Gates Elementary Schools and Acton-Boxborough, and Cunneiff and Hosmer Schools in Watertown. The tour at Gates was given by the Energy Director, and an Energy Manager and the Superintendent gave the tours in Watertown.

John Coote shared that the two schools in Acton were cold and dreary. and upper floors looked out over a vast roof. He stated that he felt the Watertown schools were bright, happy, and colorful.

Karen Gately Herrick stated that she was happy to hear from energy managers in both districts that the net-zero systems in place were performing at or better than the parameters they were designed for, and not having operational issues.

Facilities Director Joe Huggins noted that he and Assistant Facilities Director Kevin Cabuzzi had a discussion with the Sustainability Manager and the HVAC Manager in Acton, and they learned that the systems were meeting the targets they were designed for, but also learned of reliability problems and growing pains that they were dealing with. He shared his concerns about how well the buildings regulate the heat, and noted that electricity costs would increase. He cautioned about the cost to build a net zero building, and the impact those costs may have on educational programming. He noted that both Acton and Watertown are still under warranty, and he would like to look at a building that has been performing for five to ten years to see what the operational costs are really like.

LBA Project Manager Jenni Katajamaki thanked the Committee for their feedback and stated that she and her team would try to find another school, or institutional building, with similar geothermal systems, with a five-to-ten-year track record, and do more due diligence on geothermal and all-electric systems.

Greg Stepler noted that there are a number of competing interests that the engineers will have to address. He noted that in his experience, some clients have been more concerned with first cost, but had little consideration for long-term operating costs. Seeing proof that sustainable technology has a lower operating cost will be critical to the decision making. He stated that he is a believer in the technology and the direction the industry is going, but the Committee needs to do its due diligence.

Designer Report/Review and Discuss Feedback on Draft PDP Report

LBA Project Manager Jenni Katajamaki reviewed the tasks completed since the last meeting including: SBC site visits; completion of draft PDP report; draft of the educational program, which was included in the draft PDP report; completion of geotechnical investigation field work, with the final geotechnical report expected tomorrow; and PDP cost estimate, which was included in the PDP report. The PDP report will be approved this evening and submitted to the MSBA on May 20th. MSBA will then review the document, and there will be a district response period. In the meantime, the PSR phase will be underway, and submitted at the end of August. At the end of the PSR, the district will have a preferred option.

Ms. Katajamaki provided a summary of the preliminary findings of the geotechnical investigation. One finding that was not great, but not unexpected, was organic soils found between the depths of two feet and eight feet, which means that soil is not suitable for structural fill, and cannot be underneath the building footprint. That soil will need to be removed and replaced with structural fill. The cost of that soil replacement has been incorporated into this first cost estimate. Groundwater was found six feet below grade. The preliminary foundation recommendation is a shallow foundation.

Ms. Katajamaki also reviewed the summary of the PDP report, which included: the project directory and schedule; educational program; initial space summary; evaluation of existing conditions; site development narrative; site plan options; preliminary evaluation of alternatives; metrics to evaluate the alternatives; the letter from the district approving the submission; meeting agendas, minutes, and list of meeting dates; appendices including the educational visioning report, meeting minutes from programming, various other reports, and the cost estimate.

The Committee had the opportunity to review the draft of the PDP and submit comments prior to the meeting. Ms. Katajamaki reviewed and discussed many of the comments with the Committee including: adding the selection of materials that are recyclable at their end of life to sustainability goals, researching whether a geothermal system is viable during the PSR phase, potentially needing swing space for students during construction, and educational programming.

Ms. Katajamaki reviewed the nine options for evaluations of alternatives, which included full and partial pre-K versions of an addition/renovation, a compact/three-story building, a two-story building that will require no demolition of the existing building, a two-story building that will involve some demolition of the existing building, and a two-story option that will require extensive demolition of the existing building. The preliminary criteria were developed based on the project charter and would reveal a difference between the options and include: being built around the student putting education first in the design, success of classroom neighborhoods, success of educational spaces, community centered, cost-value balance, appropriateness of the building for the neighborhood context, quality of outdoor space, responsible sustainability, energy efficiency, ease of maintenance and life cycle cost, safety and health, traffic and access, safe and secure building, phasing and disruption, a sense of belonging, warm and welcoming, and scale and character.

Next steps include the submission of the PDP to the MSBA on May 20th, a presentation to the Select Board on May 21st, and Sustainability subcommittee meetings May 21st and July 9th. The next SBC meetings will continue the discussion on evaluation of alternatives, PSR cost estimate, joint meeting with Town committees, revised cost estimates for the PSR, and the preferred solution. Upcoming community meetings are scheduled for July 15th and August 8th.

Vote to Approve PDP Submittal

On a motion by Carla Nazzaro, seconded by Karen Gately Herrick, the Killam School Building Committee voted 7-0-0 to approve the PDP submission.

Roll call vote: Karen Gately Herrick – Yes, John Coote – Yes, Kirk McCormick – Yes, Greg Stepler – Yes, Pat Tompkins – Yes, Nancy Twomey – Yes, Carla Nazzaro – Yes.

OPM Report

Financials

Colliers Project Manager Suzanna Yeung noted that there were no budget adjustments. There were two invoices for March: one for \$20,000 for Colliers, and one for \$121,000 for LBA. Colliers Project Director Mike Carroll noted that the project is still on schedule and under budget.

Warrant/ Invoices

On a motion by Carla Nazzaro, seconded by Karen Gately Herrick, the Killam School Building Committee voted 7-0-0 to approve the project invoicing from April 8, 2024, through April 10, 2024.

Roll call vote: Karen Gately Herrick – Yes, John Coote – Yes, Kirk McCormick – Yes, Greg Stepler – Yes, Pat Tompkins – Yes, Nancy Twomey – Yes, Carla Nazzaro – Yes.

Approval of Prior Meeting Minutes

On a motion by Carla Nazzaro, seconded by Karen Gately Herrick, the Killam School Building Committee voted 7-0-0 to approve the meeting minutes of April 8, 2024.

Roll call vote: Karen Gately Herrick – Yes, John Coote – Yes, Kirk McCormick – Yes, Greg Stepler – Yes, Pat Tompkins – Yes, Nancy Twomey – Yes, Carla Nazzaro – Yes.

Future Agenda Items and Next Meeting Dates

The next Killam School Building Committee meeting is scheduled for June 17th, 2024. The agenda will be to continue the discussion on the evaluation of alternatives. The next community meeting is scheduled for July 15th, which will also discuss the evaluation of alternatives.

On a motion by Karen Gately Herrick, seconded by Pat Tompkins, the Killam School Building Committee voted 7-0-0 to adjourn at 6:57 pm.

Roll call vote: Karen Gately Herrick – Yes, John Coote – Yes, Kirk McCormick – Yes, Greg Stepler – Yes. Pat Tompkins – Yes, Nancy Twomey – Yes, Carla Nazzaro – Yes.