



Town of Reading Meeting Posting with Agenda

2018-07-16 LAG

Board - Committee - Commission - Council:

Killam School Building Committee

Date: 2025-08-18

Time: 7:00 PM

Building: Reading Town Hall

Location: Conference Room

Address: 16 Lowell Street

Agenda:

Purpose: General Business

Meeting Called By: Joshua Delaune 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:

Join Zoom Meeting

<https://us06web.zoom.us/j/81096862079?pwd=V0pMAVwaMCMLFJPoB0bd27LypNZBa0.1>

Meeting ID: 810 9686 2079

Passcode: 966494

1. Call to Order
2. Public Comment
3. KSBC Liaison Reports
4. CPL Financial and Schedule Review*
5. MSBA PFA Amendment
6. DD documents*
 - a. [DD Documents Folder](#)
7. VE List
8. Approval of Prior Meeting Minutes (7/14/25 Meeting)*
9. Future Agenda Items and Next Meeting dates
10. Adjourn*

*Noted Potential vote required



August 16, 2025

Town of Reading
Killam Elementary School
Project Budget and Cost Summary



Project Leaders

A	B1	C	D (Bud. Adj. Tab)	E (C+D)	F (Com. Cost tab)	G (E-F)	H (Forecast. tab, >G)	I (F+G+H)	J (Invoice Tab)	K (I-J)
Description	PFA Approved Budget	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
20 Construction										
Construction		\$101,521,394	\$0	\$101,521,394	\$0	\$101,521,394	\$0	\$101,521,394	\$0	\$101,521,394
Change Orders			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal	\$0	\$101,521,394	\$0	\$101,521,394	\$0	\$101,521,394	\$0	\$101,521,394	\$0	\$101,521,394
30 Architectural & Engineering										
Design Development		\$2,200,000	-\$312,500	\$1,887,500	\$1,887,500	\$0	\$0	\$1,887,500	\$1,415,625	\$471,875
Construction Documents		\$3,200,000	\$142,500	\$3,342,500	\$3,342,500	\$0	\$0	\$3,342,500	\$0	\$3,342,500
Bidding / Negotiations		\$350,000	-\$63,500	\$286,500	\$286,500	\$0	\$0	\$286,500	\$0	\$286,500
Closeout		\$275,000	-\$48,858	\$226,142	\$191,000	\$35,142	\$0	\$226,142	\$0	\$226,142
Construction Administration		\$3,200,000	\$142,500	\$3,342,500	\$3,342,500	\$0	\$0	\$3,342,500	\$0	\$3,342,500
Other Basic Services		\$225,000	\$0	\$225,000	\$0	\$225,000	\$0	\$225,000	\$0	\$225,000
Geotechnical & GeoEnv. Engineering		\$200,000	\$18,708	\$218,708	\$218,708	\$0	\$0	\$218,708	\$5,654	\$213,054
Site Survey		\$50,000	\$5,000	\$55,000	\$55,000	\$0	\$0	\$55,000	\$14,190	\$40,810
Survey of Existing Conditions / Wetlands		\$25,000	\$0	\$25,000	\$0	\$25,000	\$0	\$25,000	\$0	\$25,000
Hazardous Materials		\$200,000	\$0	\$200,000	\$172,700	\$27,300	\$0	\$200,000	\$0	\$200,000
Traffic Studies		\$50,000	\$59,450	\$109,450	\$109,450	\$0	\$0	\$109,450	\$0	\$109,450
Other Reimbursable Costs		\$50,000	\$56,700	\$106,700	\$106,700	\$0	\$0	\$106,700	\$11,721	\$94,979
Printing (Over the Minimum)		\$20,000	\$0	\$20,000	\$0	\$20,000	\$0	\$20,000	\$0	\$20,000
A&E Feasibility Study	\$800,000	\$850,000	\$0	\$850,000	\$850,000	\$0	\$0	\$850,000	\$850,000	\$0
Subtotal	\$800,000	\$10,895,000	\$0	\$10,895,000	\$10,562,558	\$332,442	\$0	\$10,895,000	\$2,297,190	\$8,597,810
40 Administrative Costs										
OPM Feasibility Study	\$280,000	\$335,500	\$0	\$335,500	\$335,500	\$0	\$0	\$335,500	\$335,500	\$0
OPM Design Development		\$500,000	\$0	\$500,000	\$250,000	\$250,000	\$0	\$500,000	\$97,799	\$402,202
OPM Construction Contract Documents		\$500,000	\$0	\$500,000	\$500,000	\$0	\$0	\$500,000	\$0	\$500,000
OPM Bidding		\$150,000	\$0	\$150,000	\$150,000	\$0	\$0	\$150,000	\$0	\$150,000
OPM Construction Contract Admin		\$3,300,000	\$0	\$3,300,000	\$3,175,000	\$125,000	\$0	\$3,300,000	\$0	\$3,300,000
OPM Closeout		\$500,000	\$0	\$500,000	\$216,569	\$283,431	\$0	\$500,000	\$0	\$500,000
OPM: Cost Estimates		\$90,000	\$0	\$90,000	\$54,000	\$36,000	\$0	\$90,000	\$0	\$90,000
Advertising		\$5,000	\$0	\$5,000	\$0	\$5,000	\$0	\$5,000	\$0	\$5,000
Other Administrative Costs		\$200,000	\$0	\$200,000	\$0	\$200,000	\$0	\$200,000	\$0	\$200,000
Other Project Costs (Moving)		\$150,000	\$0	\$150,000	\$0	\$150,000	\$0	\$150,000	\$0	\$150,000
Utility Fees		\$200,000	\$0	\$200,000	\$0	\$200,000	\$0	\$200,000	\$0	\$200,000
Legal		\$100,000	\$0	\$100,000	\$0	\$100,000	\$0	\$100,000	\$0	\$100,000
Testing Services		\$400,000	\$0	\$400,000	\$0	\$400,000	\$0	\$400,000	\$0	\$400,000
Swing Space / Modular		\$750,000	\$0	\$750,000	\$732,585	\$17,415	\$0	\$750,000	\$453,060	\$296,940
Environmental & Site (FS/SD)	\$500,000	\$500,000	-\$188,280	\$311,720	\$283,130	\$28,590	\$0	\$311,720	\$203,345	\$108,375
Other Project Costs (FS/SD)	\$620,000	\$514,500	\$79,874	\$594,374	\$594,374	\$0	\$0	\$594,374	\$575,674	\$18,700
Subtotal	\$1,400,000	\$8,195,000	-\$108,406	\$8,086,594	\$6,291,157	\$1,795,437	\$0	\$8,086,594	\$1,665,377	\$6,421,217
50 Furniture, Fixtures and Equipment										
Furniture, Fixtures and Equipment		\$1,587,500	\$0	\$1,587,500	\$0	\$1,587,500	\$0	\$1,587,500	\$0	\$1,587,500
Equipment		\$1,587,500	\$0	\$1,587,500	\$0	\$1,587,500	\$0	\$1,587,500	\$0	\$1,587,500
Technology			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal	\$0	\$3,175,000	\$0	\$3,175,000	\$0	\$3,175,000	\$0	\$3,175,000	\$0	\$3,175,000
Project Sub-Total										
	\$2,200,000	\$123,786,394	-\$108,406	\$123,677,988	\$16,853,715	\$106,824,273	\$0	\$123,677,988	\$3,962,567	\$119,715,421
70 Project Contingency										
Construction Contingency (Hard Cost)	\$0	\$5,076,069	\$0	\$5,076,069		Current Contingency	Potential Risk	Potential Contingency		
Owner's Contingency (Soft Cost)	\$0	\$1,149,320	\$108,406	\$1,257,726		\$5,076,069	\$0	\$5,076,069		\$5,076,069
Subtotal	\$0	\$6,225,389	\$108,406	\$6,333,795		\$1,257,726	\$0	\$1,257,726		\$1,257,726
						\$6,333,795	\$0	\$6,333,795		\$6,333,795
Project Total	\$2,200,000	\$130,011,783	\$0	\$130,011,783	\$16,853,715	\$113,158,068	\$0	\$130,011,783	\$3,962,567	\$126,049,216

**Town of Reading
Killam Elementary School
08/16/25**



Project Leaders

Project Budget Adjustments

Adjustment Item	BRR	Adjusted Amount	Date Approved	CODE	Comments
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
Move from Other Project Cost to SC Cont		(\$50,000.00)	10/21/24	40-810	Adjustment to coordinate to MSBA Propay System (No Cont Line)
To SC Cont from Other Project Cost		\$50,000.00	10/21/24	70-500	Adjustment to coordinate to MSBA Propay System (No Cont Line)
Move to Other Project Costs from SC Cont		(\$269.67)	10/21/24	40-810	Adjustment to coordinate to MSBA Propay System (No Cont Line)
From SC Cont to Other Project Costs		\$269.67	10/21/24	70-500	Adjustment to coordinate to MSBA Propay System (No Cont Line)
Move to Other Project Costs from SC Cont		(\$2,750.00)	10/21/24	40-810	Adjustment to coordinate to MSBA Propay System (No Cont Line)
From SC Cont to Other Project Costs		\$2,750.00	10/21/24	70-500	Adjustment to coordinate to MSBA Propay System (No Cont Line)
Move to Other Project Costs from SC Cont		(\$3,600.00)	10/21/24	40-810	Adjustment to coordinate to MSBA Propay System (No Cont Line)
From SC Cont to Other Project Costs		\$3,600.00	10/21/24	70-500	Adjustment to coordinate to MSBA Propay System (No Cont Line)
Move to OPM FS from Other Project Cost		(\$15,500.00)	12/16/24	40-810	Moved \$15,500 to Cover Opm SD Cost Estimate
From Other Project Cost to OPM FS		\$15,500.00	12/16/24	40-010	Moved \$15,500 to Cover Opm SD Cost Estimate
Move to OPM FS from Other Project Cost		(\$40,000.00)	02/04/25	40-810	Moved \$40,000 to Cover OPM FS/SD Cost
From Other Project Cost to OPM FS		\$40,000.00	02/04/25	40-010	Moved \$40,000 to Cover OPM FS/SD Cost
Move to Other Project Costs from Env & site		\$79,873.61	03/10/25	40-810	Moved to cover Designer Amd 13
From Env. &Site to Other Project Cost		(\$79,873.61)	03/10/25	40-800	Moved to cover Designer Amd 13
END OF FS-SD					
Move to Owner's SC Cont from A&E FS		\$50,000.00	06/02/25	70-500	Moved to correct for New PFA
From A&E FS to Owner's SC Cont		(\$50,000.00)	06/02/25	30-290	Moved to correct for New PFA
Move to Owner's SC Cont from OPM FS		\$55,500.00	06/02/25	70-500	Moved to correct for New PFA
From OPM FS to Owner's SC Cont		(\$55,500.00)	06/02/25	40-010	Moved to correct for New PFA
Move to Other Project Costs from Eviron & Site		\$105,500.00	06/02/25	40-810	Moved to correct for New PFA
Move to Owner's SC Cont from Eviron & Site		\$8,792.00	06/02/25	70-500	Moved to correct for New PFA
From Eviron & Site to Owner's SC Cont / Other PC		(\$114,292.00)	06/02/25	40-800	Moved to correct for New PFA
Move to Environ & Site from Owner's SC Const		\$5,886.00	06/02/25	40-800	Moved to cover Designer Amd 14
From Owner's SC Const to Eviron & Site		(\$5,886.00)	06/02/25	70-500	Moved to cover Designer Amd 14
Move to A&E Const Doc from A&E Design Development		\$142,500.00	06/02/25	30-130	Internal Budget Adjustments - LBA Amd 15
From A&E Design Development to A&E Const Doc		(\$142,500.00)	06/02/25	30-120	Internal Budget Adjustments - LBA Amd 15
Move to A&E Const Admin from A&E Design Development		\$142,500.00	06/02/25	30-160	Internal Budget Adjustments - LBA Amd 15
From A&E Design Development to A&E Const Admin		(\$142,500.00)	06/02/25	30-120	Internal Budget Adjustments - LBA Amd 15
Move to Geotech from A&E Design Development		\$18,708.00	06/02/25	30-210	Internal Budget Adjustments - LBA Amd 16
From A&E Design Development to Geotech		(\$18,708.00)	06/02/25	30-120	Internal Budget Adjustments - LBA Amd 16
Move to Traffic Studies from A&E Bidding / Negotiations		\$59,450.00	07/14/25	30-260	Internal Budget Adjustments - LBA Amd 17
From A&E Bidding / Negotiations to Traffic Studies		(\$59,450.00)	07/14/25	30-140	Internal Budget Adjustments - LBA Amd 17
Move to Other Reimbable Costs from Various		\$56,700.00	07/14/25	30-270	Internal Budget Adjustments - LBA Amd 17
From A&E Design Development to Other Reimbable Costs		(\$8,792.00)	07/14/25	30-120	Internal Budget Adjustments - LBA Amd 17
From A&E Bidding / Negotiations to Other Reimbable Costs		(\$4,050.00)	07/14/25	30-140	Internal Budget Adjustments - LBA Amd 17
From A&E Closeout to Other Reimbable Costs		(\$43,858.00)	07/14/25	30-150	Internal Budget Adjustments - LBA Amd 17
Move to Site Survey from A&E Closeout		\$5,000.00	08/14/25	30-230	Internal Budget Adjustments - LBA Amd 18
From A&E Closeout to Site Survey		(\$5,000.00)	08/14/25	30-150	Internal Budget Adjustments - LBA Amd 18
Total Approved Adjustments to Date		\$0.00			\$



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 (Samiotos)
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	06/17/24	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	06/17/24	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
Lavallee Brensinger Architects	\$16,500.00	8/30/2024	09/10/24	LBA Amd 08	40-800	0003-0000	LBA Amd 8 - "TEDI" Energy Modeling
Lavallee Brensinger Architects	\$2,753.94	9/12/2024	10/15/24	LBA Amd 09	40-810	0004-0000	LBA Amd 9 - Additional services for printing delivery boards
Lavallee Brensinger Architects	\$10,000.00	11/13/2024	11/20/24	LBA Amd 10	40-800	0003-0000	LBA Amd 10 - reimbursable expenses
Colliers Project Leaders	\$15,500.00	12/12/2024	12/16/24	CPL Amd 01	40-010	0001-0000	CPL Amd 01 - SD Cost Estimating
Lavallee Brensinger Architects	\$1,540.00	12/12/2024	12/16/24	LBA Amd 11	40-800	0003-0000	LBA Amd 11 - cost estimating of an additional HVAC option
Lavallee Brensinger Architects	\$66,924.00	12/12/2024	12/16/24	LBA Amd 12	40-800	0003-0000	LBA Amd 12 - additional services for geothermal test well
Colliers Project Leaders	\$40,000.00	1/31/2025	02/04/25	CPL Amd 02	40-010	0001-0000	CPL Amd 02 - Extended SD Services
Gienapp Architects	\$85,000.00	1/15/2025	02/04/25	GA Contract	40-810	0004-0000	Design Services for Modular relocation
Lavallee Brensinger Architects	\$500,000.00	3/10/2025	04/22/25	LBA Amd 13	40-810	0004-0000	LBA Amd 13 - Continue design Services
Lavallee Brensinger Architects	\$5,886.00	5/14/2025	06/02/25	LBA Amd 14	40-800	0003-0000	LBA Amd 14 - New Contract for geothermal test well services
Lavallee Brensinger Architects	\$1,887,500.00	5/27/2025	06/02/25	LBA Amd 15	30-120	0201-0400	DD Phase
Lavallee Brensinger Architects	\$3,342,500.00	5/27/2025	06/02/25	LBA Amd 15	30-130	0201-0500	CD Phase
Lavallee Brensinger Architects	\$286,500.00	5/27/2025	06/02/25	LBA Amd 15	30-140	0201-0600	Bid Phase
Lavallee Brensinger Architects	\$3,342,500.00	5/27/2025	06/02/25	LBA Amd 15	30-160	0201-0700	CA Phase
Lavallee Brensinger Architects	\$191,000.00	5/27/2025	06/02/25	LBA Amd 15	30-150	0201-0800	Closeout Phase
Lavallee Brensinger Architects	\$172,700.00	5/28/2025	06/02/25	LBA Amd 16	30-240	0204-0200	Haz Mat
Lavallee Brensinger Architects	\$148,038.00	5/28/2025	06/02/25	LBA Amd 16	30-210	0204-0300	GeoTech
Lavallee Brensinger Architects	\$70,670.00	5/28/2025	06/02/25	LBA Amd 16	30-210	0204-0300	GeoEnvironmental
Lavallee Brensinger Architects	\$3,300.00	5/28/2025	06/02/25	LBA Amd 16	30-230	0204-0400	Soil Testing
Lavallee Brensinger Architects	\$3,850.00	5/28/2025	06/02/25	LBA Amd 16	30-230	0204-0400	Building Control Plan
Lavallee Brensinger Architects	\$11,000.00	5/28/2025	06/02/25	LBA Amd 16	30-230	0204-0400	Survey
Lavallee Brensinger Architects	\$4,400.00	5/28/2025	06/02/25	LBA Amd 16	30-230	0204-0400	Certified Plot Plan
Lavallee Brensinger Architects	\$7,700.00	5/28/2025	06/02/25	LBA Amd 16	30-230	0204-0400	Site Acoustic Survey
Lavallee Brensinger Architects	\$22,000.00	5/28/2025	06/02/25	LBA Amd 16	30-270	0203-9900	Other Misc Reimb
Colliers Project Leaders	\$250,000.00	5/29/2025	06/02/25	CPL Amd 03	40-020	0102-0400	DD Phase
Colliers Project Leaders	\$500,000.00	5/29/2025	06/02/25	CPL Amd 03	40-030	0102-0500	CD Phase
Colliers Project Leaders	\$150,000.00	5/29/2025	06/02/25	CPL Amd 03	40-040	0102-0600	Bid Phase
Colliers Project Leaders	\$3,175,000.00	5/29/2025	06/02/25	CPL Amd 03	40-050	0102-0700	CA Phase
Colliers Project Leaders	\$216,569.00	5/29/2025	06/02/25	CPL Amd 03	40-060	0102-0800	Closeout Phase
Colliers Project Leaders	\$54,000.00	5/29/2025	06/02/25	CPL Amd 03	40-100	0102-1100	AMF Estimating Services DD to CD
Lavallee Brensinger Architects	-\$28,590.00	6/17/2025	07/14/25	LBA Amd 17	40-800	0003-0000	Deduct from LBA Amd 02 - Traffic Study (GPI)
Lavallee Brensinger Architects	\$50,160.00	6/17/2025	07/14/25	LBA Amd 17	30-260	0204-1200	Traffic Engineer (On-Ste)
Lavallee Brensinger Architects	\$59,290.00	6/17/2025	07/14/25	LBA Amd 17	30-260	0204-1200	Traffic Engineering (off-site)

Lavallee Brensinger Architects	\$77,000.00	6/17/2025	07/14/25	LBA Amd 17	30-270	0203-9900	Compliance Energy Modeling - TEDI, LEED and Backstop
Lavallee Brensinger Architects	\$7,700.00	6/17/2025	07/14/25	LBA Amd 17	30-270	0203-9900	Tree Removal and Protection Plan
Lavallee Brensinger Architects	\$24,750.00	8/13/2025		LBA Amd 18	30-230	0204-0400	Supplemental Survey - Charles & Haverhill Streets
Daily Times Chronicle	\$354.00	3/26/2025		PO NA	40-751	0603-0000	District advertising for Modular Relocation IFB
Daily Times Chronicle	\$348.10	5/16/2025		PO NA	40-751	0603-0000	District advertising for Modular Relocation IFB
Modulease	\$714,400.00	5/5/2025		Modulease Contract	40-751	0603-0000	Contract for modular Relocation
ADF Painting Co	\$3,000.00	8/6/2025		PO 26000411	40-751	0603-0000	Exterior Painting - Modular Relocation
Gienapp Architects	\$10,447.73	8/14/2025		GEINAPP Amd 01	40-751	0603-0000	Amendment 01 for Reimbursable Costs
Complete Cleaning Co	\$3,500.00	6/23/2025		MSA	40-751	0603-0000	Move contents from Classrooms to Gym
Knox Company	\$535.00	8/14/2025		PO 26000488-001	40-751	0603-0000	Knoxbox Surface Mount Hinged Door - Modular Relocation
TOTAL	\$16,853,715.44						\$16,853,715.44



Expenditures - Invoices/Requisitions

Invoice Amount	Vendor	Invoice Number	Invoice Date	Approval Date	CODE	Propay Code	Propay Subm. #	Description
\$9,798.50	Colliers Project Leaders	1013101	01/06/25	01/22/25	40-010	0001-0000	07	CPL Services December 2024 - FS/ SD
\$45,000.00	Lavallee Brensinger Architects	21321	01/16/25	01/22/25	30-290	0002-0000	07	LBA ServicesDecember 2024 - SD
\$5,108.40	Lavallee Brensinger Architects	21321	01/16/25	01/22/25	40-800	0003-0000	07	LBA Services December 2024 - A&E Environmental & site - Traffic
\$24,200.00	Lavallee Brensinger Architects	21321	01/16/25	01/22/25	40-800	0003-0000	07	LBA Services December 2024 - A&E Environmental & site - Geotech
\$45,000.00	Lavallee Brensinger Architects	21534	02/17/25	06/02/25	30-290	0002-0000		LBA Services January 2025 - SD
\$7,444.80	Lavallee Brensinger Architects	21534	02/17/25	06/02/25	40-800	0003-0000		LBA Services January 2025 - A&E Environmental & site - Traffic
\$56,699.75	Colliers Project Leaders	1031858	03/06/25	06/02/25	40-010	0001-0000		CPL Services January & February 2025 SD
\$22,500.00	Lavallee Brensinger Architects	21562	03/10/25	06/02/25	30-290	0002-0000		LBA Services February 2025 - SD
\$4,375.80	Lavallee Brensinger Architects	21562	03/10/25	06/02/25	40-800	0003-0000		LBA Services February 2025 - A&E Environmental & site - Traffic
\$16,500.00	Lavallee Brensinger Architects	21784	05/26/25	06/02/25	40-800	0003-0000		LBA Services March 2025 - A&E - SD Energy Modeling
\$250,000.00	Lavallee Brensinger Architects	21784	05/26/25	06/02/25	40-810	0004-0000		LBD Services March 2025 - Continuation of Services
\$1,540.00	Lavallee Brensinger Architects	21784	05/26/25	06/02/25	40-800	0003-0000		LBA Services March 2025 - A&E - HVAC System Comparison Cost Estima
\$175,000.00	Lavallee Brensinger Architects	21866	05/28/25	06/02/25	40-810	0004-0000		LBD Services April 2025 - Continuation of Services
\$1,890.50	Colliers Project Leaders	1060700	06/05/25	07/14/25	40-010	0001-0000		CPL Services May 2025 - SD
\$38,231.50	Colliers Project Leaders	1060700	06/05/25	07/14/25	40-020	0102-0400		CPL Services May 2025 - DD
\$471,875.00	Lavallee Brensinger Architects	22035	06/10/24	07/14/25	30-120	0201-0400		LBA Services May 2025 - DD
\$75,000.00	Lavallee Brensinger Architects	22035	06/10/24	07/14/25	40-810	0004-0000		LBD Services May 2025 - Continuation of Services
\$22,776.75	Colliers Project Leaders	1068931	07/03/25	07/14/25	40-020	0102-0400		CPL Services June 2025 - DD
\$471,875.00	Lavallee Brensinger Architects	22222	08/13/25		30-120	0201-0400		LBA Services June 2025 - DD
\$5,654.00	Lavallee Brensinger Architects	22222	08/13/25		30-210	0204-0300		LBA Add Services June 2025 - Geotech
\$1,776.53	Lavallee Brensinger Architects	22222	08/13/25		30-270	0203-9900		LBA Reimbursables June 2025
\$471,875.00	Lavallee Brensinger Architects	22349	08/13/25		30-120	0201-0400		LBA Services July 2025 - DD
\$3,025.00	Lavallee Brensinger Architects	22349	08/13/25		40-800	0003-0000		LBA Add Services July 2025 - Geotech
\$385.00	Lavallee Brensinger Architects	22349	08/13/25		30-230	0204-0400		LBA Add Services July 2025 - Bldg Control Plan
\$8,800.00	Lavallee Brensinger Architects	22349	08/13/25		30-230	0204-0400		LBA Add Services July 2025 - Survey
\$5,005.00	Lavallee Brensinger Architects	22349	08/13/25		30-230	0204-0400		LBA Add Services July 2025 - Site Acoustic Survey
\$44.17	Lavallee Brensinger Architects	22349	08/13/25		30-270	0203-9900		LBA Reimbursables July 2025
\$9,900.00	Lavallee Brensinger Architects	22349	08/13/25		30-270	0203-9900		LBA Add Services July 2025 - Compliance Energy Modeling
\$36,790.25	Colliers Project Leaders	1079461	08/06/25		40-020	0102-0400		CPL Services July 2025 - DD
\$354.00	Daily Times Chronicle	250309	03/26/25		40-751	0603-0000	07	District advertising for Modular Relocation IFB
\$26,000.00	Gienapp Architects	682.29-1	02/28/25		40-810	0004-0000	07	Gienapp Services February 2025 - Modular Relocation
\$36,550.00	Gienapp Architects	682.29-2	03/31/25		40-810	0004-0000	07	Gienapp Services March 2025 - Modular Relocation
\$550.00	Gienapp Architects	682.29-3	04/30/25		40-810	0004-0000	07	Gienapp Services April 2025 - Modular Relocation
\$10,447.73	Gienapp Architects	682.29-R1	05/30/25		40-751	0603-0000	07	Gienapp Services May 2025 - Modular Relocation
\$4,400.00	Gienapp Architects	682.29-4	06/04/25		40-810	0004-0000	07	Gienapp Services May 2025 - Modular Relocation
\$348.10	Daily Times Chronicle	250537	05/16/25		40-751	0603-0000		District advertising for Modular Relocation IFB
\$900.00	Complete Cleaning Co	13962	06/24/25		40-751	0603-0000		Move contents from Classrooms to Gym
\$131,575.00	Modulease	01	07/11/25		40-751	0603-0000		Pay Req 01 - Modular Relocation
\$305,900.00	Modulease	02	07/30/25		40-751	0603-0000		Pay Req 02 - Modular Relocation
\$3,000.00	ADF Painting Co	1565	08/11/25		40-751	0603-0000		Exterior Painting - Modular Relocation
\$535.00	Knox Company	1229384	08/14/25		40-751	0603-0000		Surface Mount Hinged Door - Modular Relocation
\$3,962,566.54 Total Spent to Date								\$3,962,566.54

Killam Elementary School

Estimated Project Cash Flow Sheet

	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				\$89,584	\$0	\$256,268	\$120,763
	9	Apr-24	\$14,584	\$75,000				\$89,584	\$91,282	\$345,852	\$212,045
	10	May-24	\$14,584	\$75,000	\$2,500			\$92,084	\$141,991	\$437,936	\$354,036
	11	Jun-24	\$14,584	\$75,000	\$2,500			\$92,084	\$74,197	\$530,020	\$428,233
	12	Jul-24	\$14,584	\$75,000				\$89,584	\$0	\$619,604	\$428,233
	13	Aug-24	\$14,584	\$75,000				\$89,584	\$156,873	\$709,188	\$585,106
Schematic Design	14	Sep-24	\$14,584	\$75,000				\$89,584	\$219,660	\$798,772	\$804,766
	15	Oct-24	\$14,584	\$75,000				\$89,584	\$88,483	\$888,356	\$893,249
	16	Nov-24	\$14,584	\$75,000				\$89,584	\$23,026	\$977,940	\$916,275
	17	Dec-24	\$14,584	\$75,000				\$89,584	\$139,799	\$1,067,524	\$1,056,073
	18	Jan-25	\$15,174	\$75,000				\$90,174	\$181,969	\$1,157,698	\$1,238,043
	19	Feb-25	\$17,245	\$75,000				\$92,245	\$0	\$1,249,943	\$1,238,043
	20	Mar-25	\$25,000	\$75,000				\$100,000	\$0	\$1,349,943	\$1,238,043
Funding	21	Apr-25	\$25,000	\$300,000	\$25,000			\$350,000	\$0	\$1,699,943	\$1,238,043
	22	May-25	\$50,557	\$300,000	\$25,000			\$375,557	\$0	\$2,075,500	\$1,238,043
Design Develop	23	Jun-25	\$66,000	\$750,000	\$35,000			\$851,000	\$579,060	\$2,926,500	\$1,817,103
	24	Jul-25	\$66,000	\$750,000	\$450,000		\$25,000	\$1,291,000	\$609,774	\$4,217,500	
	25	Aug-25	\$102,000	\$750,000	\$350,000		\$25,000	\$1,227,000	\$0	\$5,444,500	
Construction Documents	26	Sep-25	\$65,000	\$475,000	\$10,000		\$25,000	\$575,000	\$0	\$6,019,500	
	27	Oct-25	\$95,000	\$475,000	\$10,000		\$25,000	\$605,000	\$0	\$6,624,500	
	28	Nov-25	\$65,000	\$475,000	\$10,000		\$25,000	\$575,000	\$0	\$7,199,500	
	29	Dec-25	\$122,000	\$475,000	\$10,000		\$25,000	\$632,000	\$0	\$7,831,500	
	30	Jan-26	\$86,000	\$475,000	\$10,000		\$25,000	\$596,000	\$0	\$8,427,500	
	31	Feb-26	\$104,000	\$475,000	\$10,000		\$25,000	\$614,000	\$0	\$9,041,500	
	32	Mar-26	\$128,000	\$475,000	\$10,000		\$25,000	\$638,000	\$0	\$9,679,500	
	33	Apr-26	\$128,000	\$185,000	\$10,000		\$50,000	\$373,000	\$0	\$10,052,500	
Bid	34	May-26	\$128,000	\$185,000	\$10,000		\$50,000	\$373,000	\$0	\$10,425,500	
	35	Jun-26	\$128,000	\$150,000	\$10,000	\$750,000	\$50,000	\$1,088,000	\$0	\$11,513,500	
Instruction Phase	36	Jul-26	\$128,000	\$150,000	\$10,000	\$1,500,000	\$50,000	\$1,838,000	\$0	\$13,351,500	
	37	Aug-26	\$128,000	\$150,000	\$10,000	\$2,250,000	\$75,000	\$2,613,000	\$0	\$15,964,500	
	38	Sep-26	\$121,000	\$150,000	\$10,000	\$4,500,000	\$150,000	\$4,931,000	\$0	\$20,895,500	
	39	Oct-26	\$121,000	\$150,000	\$10,000	\$5,500,000	\$200,000	\$5,981,000	\$0	\$26,876,500	
	40	Nov-26	\$121,000	\$150,000	\$10,000	\$6,500,000	\$200,000	\$6,981,000	\$0	\$33,857,500	
	41	Dec-26	\$121,000	\$150,000	\$10,000	\$6,500,000	\$300,000	\$7,081,000	\$0	\$40,938,500	
	42	Jan-27	\$126,000	\$150,000	\$10,000	\$6,500,000	\$300,000	\$7,086,000	\$0	\$48,024,500	
	43	Feb-27	\$126,000	\$150,000	\$10,000	\$6,500,000	\$300,000	\$7,086,000	\$0	\$55,110,500	
	44	Mar-27	\$126,000	\$150,000	\$10,000	\$6,500,000	\$300,000	\$7,086,000	\$0	\$62,196,500	
	45	Apr-27	\$126,000	\$150,000	\$10,000	\$6,500,000	\$200,000	\$6,986,000	\$0	\$69,182,500	
	46	May-27	\$126,000	\$150,000	\$10,000	\$6,500,000	\$200,000	\$6,986,000	\$0	\$76,168,500	
	47	Jun-27	\$126,000	\$150,000	\$10,000	\$5,500,000	\$200,000	\$5,986,000	\$0	\$82,154,500	
	48	Jul-27	\$126,000	\$150,000	\$10,000	\$4,500,000	\$300,000	\$5,086,000	\$0	\$87,240,500	
	49	Aug-27	\$126,000	\$150,000	\$50,000	\$4,500,000	\$300,000	\$5,126,000	\$0	\$92,366,500	
	50	Sep-27	\$126,000	\$150,000	\$50,000	\$4,000,000	\$300,000	\$4,626,000	\$0	\$96,992,500	
	51	Oct-27	\$133,000	\$150,000	\$100,000	\$4,000,000	\$300,000	\$4,683,000	\$0	\$101,675,500	

Killam Elementary School Estimated Project Cash Flow Sheet

Month		OPM	Designer & Consultants	FF&E & Misc	Construction	Contingency	Estimated Outlay	Actual outlay	Est Cum	Act Cum
Co	52	Nov-27	\$154,000	\$150,000	\$1,750,000	\$4,000,000	\$300,000	\$6,354,000	\$0	\$108,029,500
	53	Dec-27	\$154,000	\$100,000	\$1,100,000	\$3,500,000	\$250,000	\$5,104,000	\$0	\$113,133,500
	54	Jan-28	\$127,000	\$100,000	\$250,000	\$250,000	\$175,000	\$902,000	\$0	\$114,035,500
	55	Feb-28	\$127,000	\$100,000	\$250,000	\$250,000	\$175,000	\$902,000	\$0	\$114,937,500
	56	Mar-28	\$108,000	\$100,000	\$25,000	\$2,500,000	\$175,000	\$2,908,000	\$0	\$117,845,500
	57	Apr-28	\$100,000	\$100,000	\$25,000	\$1,500,000	\$150,000	\$1,875,000	\$0	\$119,720,500
	58	May-28	\$100,000	\$100,000	\$25,000	\$1,000,000	\$100,000	\$1,325,000	\$0	\$121,045,500
	59	Jun-28	\$100,000	\$100,000	\$25,000	\$1,500,000	\$100,000	\$1,825,000	\$0	\$122,870,500
	60	Jul-28	\$100,000	\$100,000	\$25,000	\$1,500,000	\$100,000	\$1,825,000	\$0	\$124,695,500
	61	Aug-28	\$100,000	\$100,000	\$25,000	\$1,250,000	\$100,000	\$1,575,000	\$0	\$126,270,500
	62	Sep-28	\$82,000	\$100,000	\$25,000	\$1,000,000	\$100,000	\$1,307,000	\$0	\$127,577,500
	63	Oct-28	\$82,000	\$100,000	\$25,000	\$700,000	\$100,000	\$1,007,000	\$0	\$128,584,500
	64	Nov-28	\$82,000	\$100,000	\$25,000	\$71,394	\$100,000	\$378,394	\$0	\$128,962,894
Commissioning & Close out	65	Dec-28	\$82,000	\$50,000	\$25,000		\$100,000	\$257,000	\$0	\$129,219,894
	66	Jan-29	\$58,000	\$50,000	\$25,000		\$100,000	\$233,000	\$0	\$129,452,894
	67	Feb-29	\$51,000	\$40,000	\$15,000		\$50,000	\$156,000	\$0	\$129,608,894
	68	Mar-29	\$51,000	\$40,000	\$10,000		\$25,000	\$126,000	\$0	\$129,734,894
	69	Apr-29	\$19,000	\$40,000	\$5,000		\$25,000	\$89,000	\$0	\$129,823,894
	70	May-29	\$15,000	\$40,000	\$2,500		\$25,000	\$82,500	\$0	\$129,906,394
	71	Jun-29	\$15,000	\$40,000	\$2,500		\$25,000	\$82,500	\$0	\$129,988,894
	72	Jul-29	\$3,000	\$5,208			\$14,681	\$22,889	\$0	\$130,011,783
		\$130,011,783	\$5,375,500	\$11,795,208	\$4,980,000	\$101,521,394	\$6,339,681	\$130,011,783	\$2,426,877	

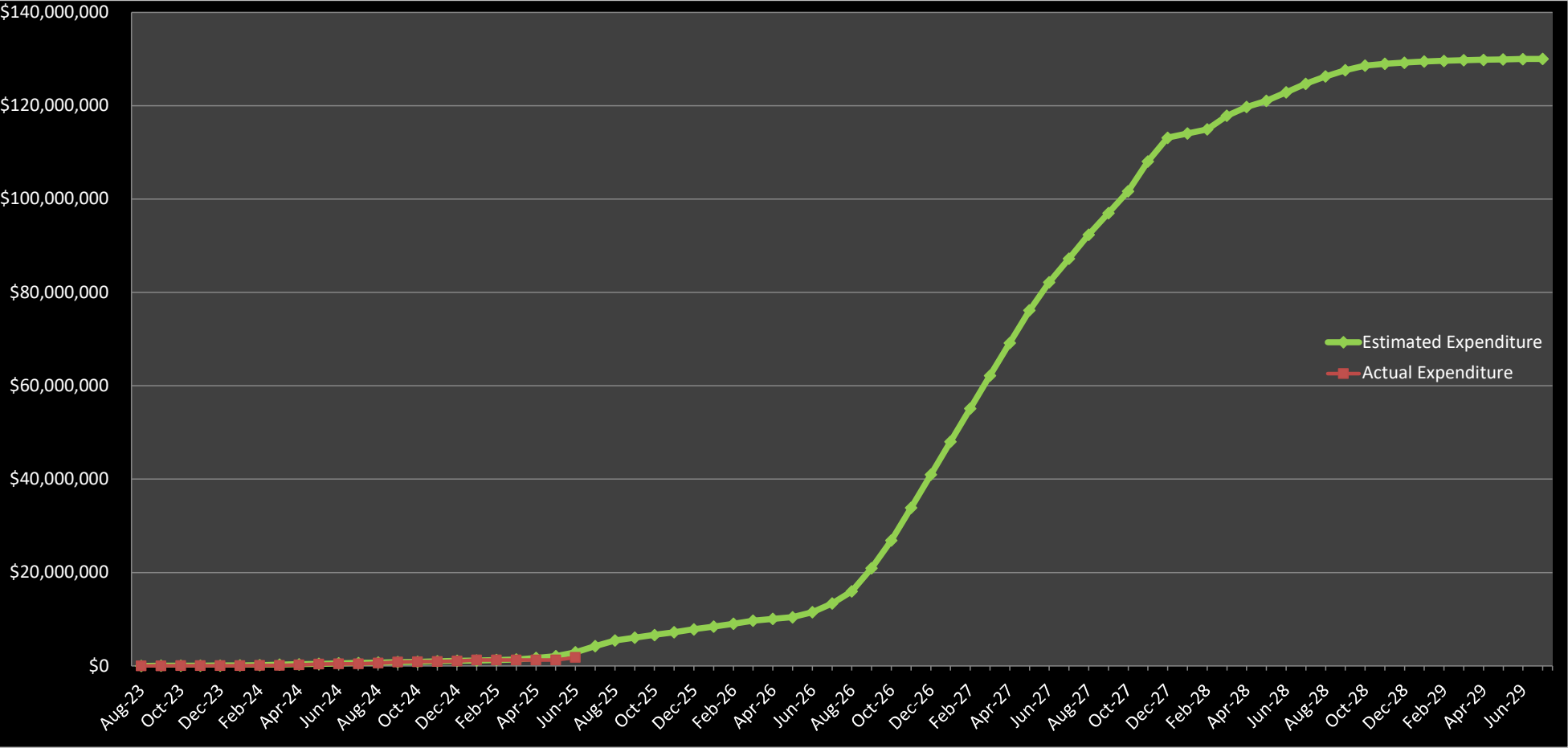


Town of Reading
Killam Elementary School
Estimated Project Cash Flow Graph



Project Leaders

August 16, 2025



August 15, 2025

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

**Subject: J Warren Killam Elementary School Project Management Services
Invoice #0001079461**

Dear Mr. Kraunelis:

Attached please find Colliers Project Leaders (CPL) invoice #0001079461, in the amount of \$36,790.25 for Owner Project Manager services as authorized in Contract for the J Warren Killam Elementary School Project, during the month of June 2025.

In the period of July 1 - July 31, 2025, the specific tasks undertaken and billed to this invoice include:

- Prepare and attend in person School Building Committee meeting.
- Attend and prepared agendas for XLT Meetings.
- Attend Communications group meetings.
- Attend Design meetings
- Review Architect invoice.
- Review Architect Amendment #18
- Prepare and Coordinate DD phase documents
- Review DD estimate drawings

Please take note of our new remit to address; 101 Crawford's Corner Road Suite 3400, Holmdel, New Jersey 07733. Please feel free to contact me at (508) 215-6050 if you have any questions concerning this invoice.

Sincerely,



Justin Ferdenzi,
Project Manager

Attachement : 2025 07 Colliers Invoice #1079461

ProPay Code:
\$36,790.25: 0102-0400



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 : 0001079461
Invoice Date : 8/6/2025

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

For Professional Services Rendered Through 7/31/2025

	Fee	Remaining Fee	% Complete	Billings		
				To Date	Previous	Current
Feasibility Study / Schematic Design Phase	320,000.00	0.00	100.00	320,000.00	320,000.00	0.00
Cost Estimating	15,500.00	0.00	100.00	15,500.00	15,500.00	0.00
Design Development	250,000.00	152,201.50	39.12	97,798.50	61,008.25	36,790.25
Construction Documents	500,000.00	500,000.00	0.00	0.00	0.00	0.00
Bidding	150,000.00	150,000.00	0.00	0.00	0.00	0.00
Construction Administration	3,175,000.00	3,175,000.00	0.00	0.00	0.00	0.00
Completion / Closeout	216,569.00	216,569.00	0.00	0.00	0.00	0.00
Estimating	54,000.00	54,000.00	0.00	0.00	0.00	0.00
Subtotal:	4,681,069.00	4,247,770.50	9.26	433,298.50	396,508.25	36,790.25

Current Billings	<u>36,790.25</u>
Amount Due This Bill	<u>36,790.25</u>

mike.carroll@collierseng.com;
justin.ferdenzi@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

PM04 - Design Development

Labor			
Rate Labor			
Class	Hours	Rate	Amount
Assistant Proiect Manager	34.00	175.0000	5,950.00
Financial Specialists	2.00	168.0000	336.00
Project Director	14.25	341.0000	4,859.25
Project Manager	8.25	192.0000	1,584.00
Senior Project Manager	83.25	260.0000	21,645.00
Subject Matter Expert	8.00	302.0000	2,416.00
Total Rate Labor			36,790.25
Total Labor			36,790.25
Total Bill Task: PM04 - Design Development			36,790.25

August 15, 2025

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

Subject: J. Warren Killam Elementary School Designer Amendment #18

Dear Mr. Kraunelis:

Colliers Project Leaders has reviewed and recommend the approval of Lavallee Brensinger Architects' Contract Amendment #18 for the J. Warren Killam Elementary School project.

Lavallee Brensinger Architects' Contract Amendment #18 is for extra services for a survey of Charles and Haverhill Streets related to the design of improvements to those streets for a total of *Twenty-Four Thousand Seventy Hundred Fifty 00/100 Dollars (\$24,750.00)*. We recommend using the following ProPay Codes and Breakdowns.

Additional Services	Proposed Fee	ProPay Code
Supplemental Survey	\$24,750.00	0204-0400

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,



Justin Ferdenzi,
Project Manager
Justin.ferdenzi@collierseng.com

cc: Tom Milaschewski, Superintendent
Carla Nazzaro, School Building Committee Chair

August 13, 2025

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. 18 – Supplemental Survey for Off-Site Work

Dear Mr. Kraunelis,

Please find attached Amendment No. 18 to the Owner-Architect Contract. This Amendment includes Additional Services for a survey of Charles and Haverhill Streets related to the design of improvements to those streets.

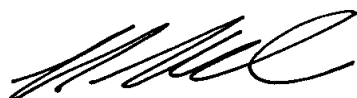
This Amendment includes the following:

- Supplemental Survey of Charles and Haverhill Streets - \$22,500
- Administrative 10% Markup – \$2,250

The total value of this contract amendment is \$24,750

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.18
- Consultant Proposal - Samiotes proposal dated 8-11-25

Cc:
Michael Carroll, Colliers Project Leaders
File

ATTACHMENT F

CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. 18

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 August 18, 2025, 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 1-17	After this Amendment 18
Feasibility Study Phase	<u>\$ 400,000.00</u>	<u>\$ 400,000.00</u>
Schematic Design Phase	<u>\$ 450,000.00</u>	<u>\$ 450,000.00</u>
Design Development Phase	<u>\$ 1,887,500</u>	<u>\$ 1,887,500</u>
Construction Document Phase	<u>\$ 3,342,500</u>	<u>\$ 3,342,500</u>
Bidding Phase	<u>\$ 286,500</u>	<u>\$ 286,500</u>
Construction Phase	<u>\$ 3,342,500</u>	<u>\$ 3,342,500</u>
Completion Phase	<u>\$ 191,000</u>	<u>\$ 191,000</u>
Extra Services Over the Basic	<u>\$ 1,413,416.94</u>	<u>\$ 1,438,166.94</u>
Total Fee	<u>\$ 11,313,416.94</u>	<u>\$ 11,338,166.94</u>

This Amendment is a result of: Supplemental Survey for Off-Site Work

3. The Construction Budget shall be as follows:

Original Budget: \$ 101,521,394_____

Amended Budget \$ _____

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)

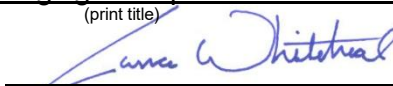
By _____
(signature)

Date _____

DESIGNER

Lance Whitehead, AIA
(print name)

Managing Principal
(print title)

By 
(signature)

Date 8/13/2025

August 11, 2025



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

RE: J. Warren Killam Elementary School – Reading (Survey) SCI# 53086.01
Addendum #2 (Right-of-Way Survey)

Dear Jenni:

Samiotes Consultants, Inc. (Samiotes) is pleased to present this addendum for out-of-scope land surveying services for the J. Warren Killam Elementary School project located at 333 Charles Street, Reading, Massachusetts. Our addendum is as follows:

I – SCOPE OF WORK / TASKS

- A. **Right-of-Way Survey:** Samiotes will conduct an existing conditions survey including topography, right-of-way lines, and utility research and compilation for the above-referenced site, limited as shown on the survey limits sketch, unless listed otherwise in the Survey Schedule. Existing underground utilities will be shown at a Quality Level C of the Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data (38-02) by the American Society of Civil Engineers. Please note that the fees for Police Details are not included in this fee.

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

- A. **Right-of-Way Survey** (*Task 24*)
Fixed Fee – \$22,500.00
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, courier services, and police details when requested by Client.

III – PROJECT SCHEDULE

Services will be delivered according to an overall Project Schedule mutually agreed upon with the Client.

IV – 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	\$330.00 per Hour
Expert Witness	\$375.00 per Hour
Director of Engineering	\$250.00 per Hour
Senior Project Manager	\$205.00 per Hour
Director of Land Surveying	\$220.00 per Hour
Registered Professional Engineer	\$185.00 to \$200.00 per Hour
Registered Professional Land Surveyor	\$190.00 per Hour
Survey Field Crew (2-person)	\$205.00 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)	\$160.00 per Hour
2-Person Survey Field Crew (Construction Layout)	\$3,500.00 per Day
	\$2,000.00 per one-half Day
Civil Project Manager	\$180.00 per Hour
Survey Project Manager	\$155.00 per Hour
Soil Evaluator	\$160.00 per Hour
Director of Reality Capture	\$190.00 per Hour
3D Scan Processing	\$160.00 per Hour
Certified Arborist	\$150.00 per Hour
Project Engineer (I, II, III)	\$120.00, \$130.00, \$140.00 per Hour
Project Surveyor (I, II, III)	\$110.00, \$120.00, \$130.00 per Hour
Survey Technician	\$100.00 per Hour
Professional Staff	\$90.00 per Hour
Administrative Staff	\$85.00 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.

TERMS AND CONDITIONS: The Terms and Conditions attached to the original contract remain in effect.

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

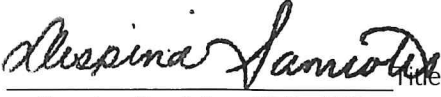
LAVALLEE | BRENSINGER ARCHITECTS

By: _____ Title: _____

Printed Name: _____ Date: _____

Agreed:

SAMIOTES CONSULTANTS, INC.

By:  Title: Principal
Despina Samiotes, CEO, CFO

By:  Title: Director of
Dan Fleming, PLS Land Surveying

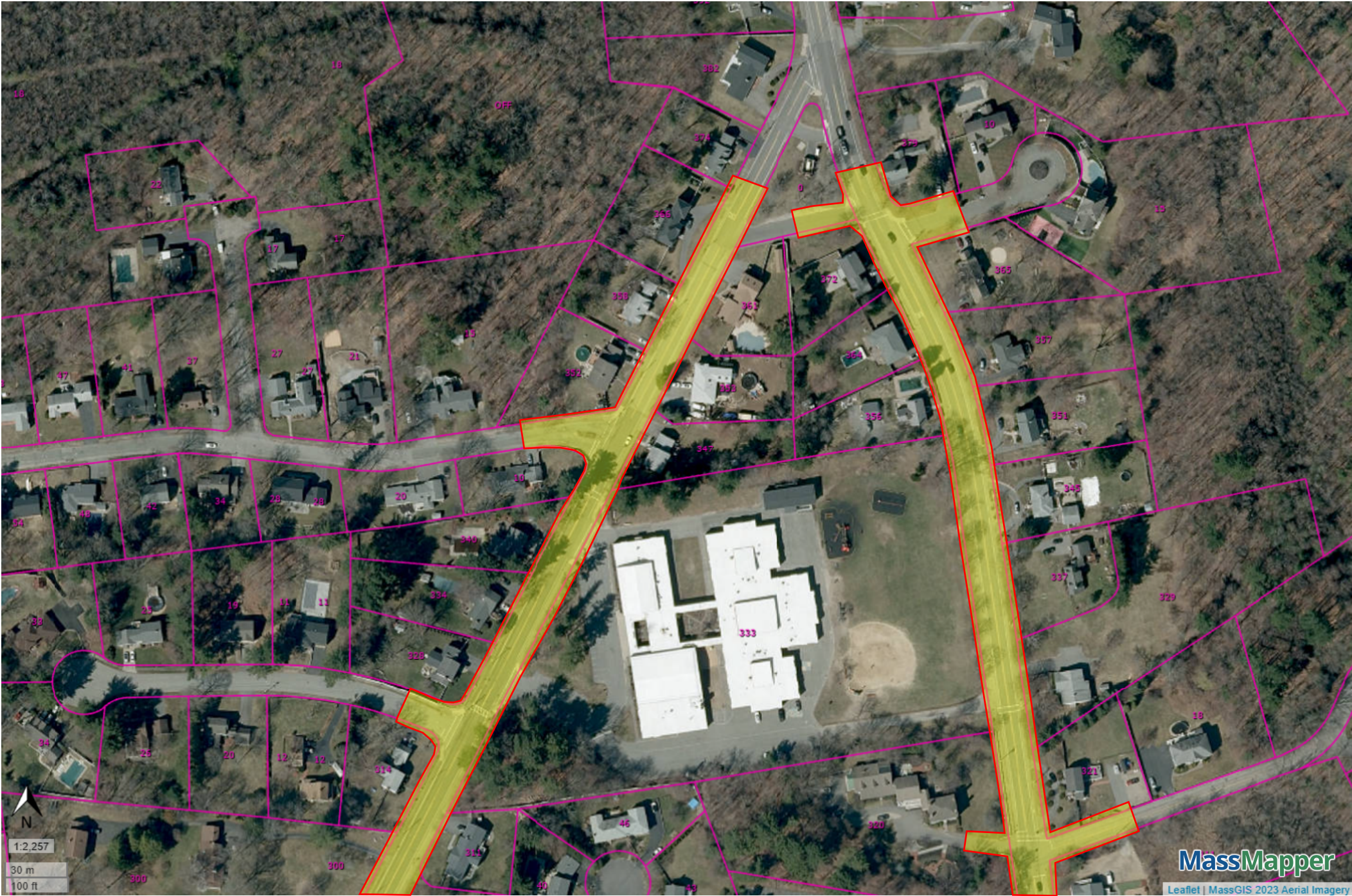
Please return a copy of the executed document as Authorization to Proceed. Thank you for this request for Samiotes' services.

SURVEY SCHEDULE

Existing Conditions Survey & Plan

In accordance with 250 CMR, Section 6.0 "Land Surveying Procedures and Standards", Paragraph 6.01 "Elements Common to all Surveys", and Paragraph 6.02 "Surveys of Lines Affecting Property Rights", Samiotes will:

- 1.1 Perform research at the relevant municipal, state, and county agencies to obtain record information concerning the project area.
- 1.2 Review and analyze the data obtained during the course of the research to verify consistency between deed descriptions, municipal street layouts, and plans of record. Form preliminary conclusions and plan procedure for performing field survey.
- 1.3 Reconnoiter the site to recover record monumentation and other boundary line evidence that affects the survey.
- 1.4 Reference the project horizontally to the Massachusetts State Plane Coordinate System North American Datum of 1983 and vertically to the North American Vertical Datum of 1988 by RTK GPS observations. Locate the following on-site observable surface features within the limits of the project area (Features will be selected to provide for accurate contouring at a one (1) foot contour interval):
 - Sidewalks, landscape structures and street furniture
 - Edges of pavement (bituminous, concrete, brick, paving blocks, cobblestone, etc.)
 - Pavement markings (traffic lane striping, stop lines, crosswalks, parking spaces, etc.)
 - Utility, traffic and light poles, signs and bollards
 - Utility covers, meters, control boxes and other structures
 - Catch basins, area drains, manholes and culverts
 - Walls, curbing, tree wells, traffic islands and fences
 - High and low ground points
 - All trees in open areas only with size and type (deciduous/coniferous)
 - Outline of thickly wooded areas
 - Limits of shrubbery & other planting areas
 - Boundary line monumentation
- 1.5 Reduce and verify field measurements taken. Compare computed field information with record data and make final determination of property lines and any easements.
- 1.6 Prepare a plan entitled "Existing Conditions Plan" showing the following information:
 - Observable site features such as those listed in section above
 - Vertical contours at a one (1) foot interval
 - Spot elevations at high/low points and in areas of little or no slope
 - Spot elevations at driveway corners, top & bottom of walls, top & bottom of curbing
 - Subsurface utilities in the streets located as accurately as possible from observable surface structures and plans of record
 - Size and invert elevation of gravity flow pipes and culverts at accessible junction points
 - Elevations on pavements, manholes and catch basin rims will be shown to nearest 0.01'; spot grades on pervious surfaces to the nearest 0.1'
 - Location and elevation of established benchmarks; (A minimum of two benchmarks per site)
 - Legend of symbols and abbreviations used on the plan
 - North arrow and its basis
 - Graphic scale in feet
 - FEMA Flood Zone Designation on the latest Flood Insurance Rate Map (FIRM)
 - Boundary, right-of-way, and easement lines
 - Location and type of permanent boundary markers found and how they relate to right-of-way lines
 - Location, name, jurisdiction and layout widths of streets, ways, and easements of record



Samiotes Consultants, Inc.
Killam Elementary School, Reading
Right-of-Way Survey Limits Sketch
(Sheet 1)

See Sheet 2

See Sheet 2

See Sheet 1

See Sheet 1

Samiotes Consultants, Inc.
Killam Elementary School, Reading
Right-of-Way Survey Limits Sketch
(Sheet 2)



ATTACHMENT F

CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. 18

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 August 18, 2025, 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 1-17	After this Amendment 18
Feasibility Study Phase	<u>\$ 400,000.00</u>	<u>\$ 400,000.00</u>
Environmental and Site	<u>\$ 283,130.00</u>	<u>\$ 283,130.00</u>
Other Services (FS)	<u>\$ 505,503.94</u>	<u>\$ 505,503.94</u>
Schematic Design Phase	<u>\$ 450,000.00</u>	<u>\$ 450,000.00</u>
Design Development Phase	<u>\$ 1,887,500.00</u>	<u>\$ 1,887,500.00</u>
Construction Document Phase	<u>\$ 3,342,500.00</u>	<u>\$ 3,342,500.00</u>
Bidding Phase	<u>\$ 286,500.00</u>	<u>\$ 286,500.00</u>
Construction Phase	<u>\$ 3,342,500.00</u>	<u>\$ 3,342,500.00</u>
Completion Phase	<u>\$ 191,000.00</u>	<u>\$ 191,000.00</u>
Other Basic Services	<u>\$ 0.00</u>	<u>\$ 0.00</u>
Extra Services Over the Basic	<u>\$ 637,808.00</u>	<u>\$ 662,558.00</u>
Total Fee	<u>\$ 11,326,441.94</u>	<u>\$ 11,351,191.94</u>

This Amendment is a result of: Additional Service – Survey of Charles and Haverhill Streets

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

(print name)

(print title)

By _____
(signature)

Date _____

August 15, 2025

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

**Subject: J Warren Killam Elementary School Designer Services
Invoice # 22349**

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 #22349 for Lavallee Brensinger Architects, for the Month of July 2025. The total recommended Payment is \$ 499,034.17

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

Invoice Number	Task	Request This Period	ProPay Code
22349	Design Development	\$471,875.00	0201- 0400
22349	Geothermal Add Services	\$3,025.00	0003-0000
22349	Building Control Plan	\$385.00	0204-0400
22349	Supplemental Survey	\$8,800.00	0204-0400
22349	Site Acoustic Survey	\$5,005.00	0204-0400
22349	Other Reimbursable Costs	\$44.17	0203-9900
22349	Compliance Energy Modeling	\$9,900.00	0203-9900

Please feel free to contact me at (508) 326 6078 if you have any questions concerning this invoice.

Sincerely,

A handwritten signature in black ink, appearing to read "Justin Ferdenzi". The signature is fluid and cursive, with the first and last names being more prominent.

Justin Ferdenzi,
Project Manager
Justin.ferdenzi@collierseng.com
Attachments:
2025 07 LBA Inv#22349

LAVALLEE | BRENSINGER ARCHITECTS

155 Dow Street, Suite 400
Manchester, NH 03101
603-622-5450

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

August 13, 2025
Project No: 23-106-00
Invoice No: 22349
Customer PO # 23004647-001

Invoice Total: \$499,034.17

Project 23-106-00 Reading Killam Elementary School

Professional Services from July 1, 2025 to July 31, 2025

Task	025	Feasibility Study		
Fee				
Total Fee		400,000.00		
Percent Complete		100.00	Total Earned	400,000.00
			Previous Fee Billing	400,000.00
			Current Fee Billing	0.00
			Total Fee	0.00
			Total this Task	0.00
Task	026	Reimbursable Expenses		
			Total this Task	0.00
Task	100	Basic Services		
Phase	002	Schematic Design		
Fee				
Total Fee		450,000.00		
Percent Complete		100.00	Total Earned	450,000.00
			Previous Fee Billing	450,000.00
			Current Fee Billing	0.00
			Total Fee	0.00
			Total this Phase	0.00
Phase	003	Design Development - 0201-0400		
Fee				
Total Fee		1,887,500.00		
Percent Complete		75.00	Total Earned	1,415,625.00
			Previous Fee Billing	943,750.00
			Current Fee Billing	471,875.00
			Total Fee	471,875.00
			Total this Phase	\$471,875.00
Phase	004	Construction Documents - 0201-0500		
Fee				

Project	23-106-00	Reading Killam Elementary School	Invoice	22349
Total Fee		3,342,500.00		
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

Phase	005	Bidding & Negotiation - 0201-0600		
Fee				
Total Fee		286,500.00		
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

Phase	006	Construction Administration - 0201-0700		
Fee				
Total Fee		3,342,500.00		
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

Phase	007	Closeout - 0201-0800		
Fee				
Total Fee		191,000.00		
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	\$471,875.00

Task	101	Reimbursable Expenses - Basic		
			Total this Task	0.00

Task	200	Add Services		
Phase	001	Amendment #1 - Survey		
Fee				
Total Fee		26,400.00		
Percent Complete		100.00	Total Earned	26,400.00
			Previous Fee Billing	26,400.00
			Current Fee Billing	0.00
			Total Fee	0.00

Project	23-106-00	Reading Killam Elementary School		Invoice	22349
Total this Phase				0.00	
Phase	002	Amendment #2 - Traffic			
This phase will not be billed any further, remaining funds have been moved to phase 015.					
Fee					
Total Fee	120,450.00				
Percent Complete	76.2639	Total Earned	91,859.90		
		Previous Fee Billing	91,859.90		
		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	100.00	Total Earned	14,520.00		
		Previous Fee Billing	14,520.00		
		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	100.00	Total Earned	41,800.00		
		Previous Fee Billing	41,800.00		
		Current Fee Billing	0.00		
		Total Fee		0.00	
Total this Phase				0.00	
Phase	006	Amendment #6 - Soil Testing - 0003-0000			
Fee					
Total Fee	2,750.00				
Percent Complete	100.00	Total Earned	2,750.00		
		Previous Fee Billing	2,750.00		
		Current Fee Billing	0.00		
		Total Fee		0.00	
Total this Phase				0.00	

Project	23-106-00	Reading Killam Elementary School	Invoice	22349
Phase	007	Amendment #7 - HVAC Cost Estimate - 0004-0000		
Fee				
Total Fee	2,750.00			
Percent Complete	100.00	Total Earned	2,750.00	
		Previous Fee Billing	2,750.00	
		Current Fee Billing	0.00	
		Total Fee		0.00
		Total this Phase		0.00
Phase	008	Amendment #8 - SD Energy Modeling - 0004-0000		
Fee				
Total Fee	16,500.00			
Percent Complete	100.00	Total Earned	16,500.00	
		Previous Fee Billing	16,500.00	
		Current Fee Billing	0.00	
		Total Fee		0.00
		Total this Phase		0.00
Phase	009	Amendment #9 - Presentation Boards - 0004-0000		
Fee				
Total Fee	2,753.94			
Percent Complete	100.00	Total Earned	2,753.94	
		Previous Fee Billing	2,753.94	
		Current Fee Billing	0.00	
		Total Fee		0.00
		Total this Phase		0.00
Phase	010	Amendment #13 - Continuation of Services - 0004-0000		
Fee				
Total Fee	500,000.00			
Percent Complete	100.00	Total Earned	500,000.00	
		Previous Fee Billing	500,000.00	
		Current Fee Billing	0.00	
		Total Fee		0.00
		Total this Phase		0.00
Phase	011	Amendment #11 - HVAC System Comparison Estimate - 0003-0000		
Fee				
Total Fee	1,540.00			
Percent Complete	100.00	Total Earned	1,540.00	
		Previous Fee Billing	1,540.00	
		Current Fee Billing	0.00	
		Total Fee		0.00
		Total this Phase		0.00
Phase	013	Amendment #14 - Geothermal Add Services - 0003-0000		
Fee				
Total Fee	72,810.00			

Project	23-106-00	Reading Killam Elementary School	Invoice	22349
Percent Complete	4.1546	Total Earned	3,025.00	
		Previous Fee Billing	0.00	
		Current Fee Billing	3,025.00	
		Total Fee		3,025.00
		Total this Phase		\$3,025.00

Phase 014 Amendment #16 - DD-CL Add Services
Fee

Billing Phase	Phase Fee	Percent Complete	Fee Earned	Previous Fee Billing	Current Fee Billing
Hazardous Materials - 0204-0200	172,700.00	0.00	0.00	0.00	0.00
Geotechnical - 0204-0300	148,038.00	3.8193	5,654.00	5,654.00	0.00
Geoenvironmental - 0204-0300	70,670.00	0.00	0.00	0.00	0.00
Soil Testing - 0204-0400	3,300.00	0.00	0.00	0.00	0.00
Building Control Plan - 0204-0400	3,850.00	10.00	385.00	0.00	385.00
Supplemental Survey - 0204-0400	11,000.00	80.00	8,800.00	0.00	8,800.00
Certified Plot Plan - 0204-0400	4,400.00	0.00	0.00	0.00	0.00
Site Acoustic Survey - 0204-0400	7,700.00	65.00	5,005.00	0.00	5,005.00
Reimbursables - 0203-9900	22,000.00	8.2759	1,820.70	1,776.53	44.17
Total Fee	443,658.00		21,664.70	7,430.53	14,234.17
		Total Fee			14,234.17
		Total this Phase			\$14,234.17

Phase 015 Amendment #17 - DD-CL Add Services #2

Remaining funds of \$28,590 have been moved from phase 002 to this phase.

Fee

Billing Phase	Phase Fee	Percent Complete	Fee Earned	Previous Fee Billing	Current Fee Billing
Traffic Engineering (on-site)	50,160.00	0.00	0.00	0.00	0.00
Traffic Engineering (off-site)	59,290.00	0.00	0.00	0.00	0.00
Compliance Energy Modeling	77,000.00	12.8571	9,900.00	0.00	9,900.00
Tree Removal and Protection Plan	7,700.00	0.00	0.00	0.00	0.00
Total Fee	194,150.00		9,900.00	0.00	9,900.00
		Total Fee			9,900.00
		Total this Phase			\$9,900.00
		Total this Task			\$27,159.17
		Total this Invoice			\$499,034.17

Project Outstanding Invoices

Invoice Number	Invoice Date	Balance Due
22222	7/10/2025	479,305.53
Total		479,305.53

Project	23-106-00	Reading Killam Elementary School	Invoice	22349
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	Current	Prior	Total
Billings to Date	499,034.17	2,507,004.37	3,006,038.54

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.

Invoice

Samiotes Consultants, Inc.
Civil Engineering + Land Surveying
20 A Street
Framingham, MA 01701
T 508.877.6688
www.samiotes.com

Is this for 200-013 ? - NMD 07/16/2025
Contract Amendment #14 - JK 7/29/25



Approved As Noted
by Jenni Katajamaki
on 7/29/2025 at 2:18 PM

Lavallee Brensinger PLLC
dba Lavallee Brensinger Architects
Jenni Katajamaki, RA, LEED, AP, MCPPO
99 Bedford Street, Suite 501
Boston, MA 02111

July 16, 2025
Project No: 53086.00
Invoice No: 23738

Project 53086.00 J Warren Killam Elementary School - Reading

Email invoice to: apcon@lbpa.com

LBA Project No. 23-106-00**Professional Services from June 01, 2025 to June 30, 2025**

Task	Contract Amount	Percent Complete	Billings to Date	Previously Billed	Current Fee Billing
Dewatering Permitting for Geo Well T22	2,750.00	100.00	2,750.00	0.00	2,750.00
Total Fee				2,750.00	
Total this Invoice				\$2,750.00	

According to my notes, Acentech has a fee of \$42k, the drafted contract says \$48k, they are billing against a fee of \$55k. Which is accurate? - NMD 07/10/2025

They have \$48k in Basic Services (\$11k DD; \$24k CD; \$13k CA)
In addition, they have a \$7k additional service under Contract Amendment #16 - JK 7/29/25



Approved As Noted
by Jenni Katajamaki
on 7/29/2025 at 2:15 PM

Invoice

Federal ID 04-3024663
acentech.com

Lavallee Brensinger Architects
155 Dow Sreet
Suite 400
Manchester, NH 03101

Accounts Payable

July 8, 2025
Contract No: J637308.00
Client Proj #
Client PO #
Project Manager: Jenni Katajamaki

Invoice No: 67782R

J637308.00 J. Warren Killam Elementary School
Scope of Services: Please see Acentech proposal P637308.02 for details.

Professional Services from June 1, 2025 to June 30, 2025

Acoustics

Fee

Billing Phase	Contract Amount	Percent Complete	Billed to Date	Previously Billed	Current Fee Billing
AC-200 Design Development	11,000.00	95.00	10,450.00	0.00	10,450.00
AC-300 Construction Documents – Reviews	17,000.00	0.00	0.00	0.00	0.00
AC-350 Construction Documents - LEED	7,000.00	0.00	0.00	0.00	0.00
AC-500 Construction Administration	13,000.00	0.00	0.00	0.00	0.00
AC-600 Community Noise	7,000.00	65.00	4,550.00	0.00	4,550.00
Total Fee	55,000.00		15,000.00	0.00	15,000.00

Contract Amendment #16

Total this Invoice \$15,000.00

BOSTON | LOS ANGELES | PHILADELPHIA | WASHINGTON, DC

Remit to: ACENTECH, 33 Moulton Street, Cambridge, MA 02138

ACH Payments: ACENTECH INC. | Bank of America | Routing #: 011000138 | Acct #: 0077454986

Payment due upon receipt | For additional information contact accounting@acentech.com | 617 499 8000

Invoice

Samiotes Consultants, Inc.
Civil Engineering + Land Surveying
20 A Street
Framingham, MA 01701
T 508.877.6688
www.samiotes.com

Approved As Noted
 by Jenni Katajamaki
 on 7/29/2025 at 2:20 PM



Lavallee Brensinger PLLC
 dba Lavallee Brensinger Architects
 Jenni Katajamaki, RA, LEED, AP, MCPPO
 99 Bedford Street, Suite 501
 Boston, MA 02111

July 16, 2025
 Project No: 53086.01
 Invoice No: 23739

Project 53086.01 J Warren Killam Elem School - Reading (survey)

Email invoice to: apcon@lbpa.com

LBA Project No. 23-106-00

Professional Services from June 01, 2025 to June 30, 2025

Task	Contract Amount	Percent Complete	Billings to Date	Previously Billed	Current Fee Billing
Building Control Plan T21	3,500.00	10.00	350.00	0.00	350.00
Supplemental Topo/Utility Survey T22	10,000.00	80.00	8,000.00	0.00	8,000.00
Certified Plot Plan T23 (ON HOLD)	4,000.00	0.00	0.00	0.00	0.00
Total Fee	17,500.00		8,350.00	0.00	8,350.00
Total Fee				8,350.00	
Total this Invoice				\$8,350.00	

Are they allowed to bill for this? - NMD 07/16/25

Invoice

Yes, it is a reimbursable billable to the client under Contract Amendment #16 - JK 7/29/25

Samiotes Consultants, Inc.
Civil Engineering + Land Surveying
20 A Street
Framingham, MA 01701
T 508.877.6688
www.samiotes.com

Approved As Noted
by Jenni Katajamaki
on 7/29/2025 at 2:23 PM



Lavallee Brensinger PLLC
dba Lavallee Brensinger Architects
Jenni Katajamaki, RA, LEED, AP, MCPPO
99 Bedford Street, Suite 501
Boston, MA 02111

July 16, 2025
Project No: 53086.02
Invoice No: 23741

Project 53086.02 J Warren Killam Elem School - Reading (permitting)

Email invoice to: apcon@lbpa.com

LBA Project No. 23-106-00

Professional Services from June 01, 2025 to June 30, 2025

Task	98	Extraordinary Reimbursable Expenses		
Reimbursable Expenses				
Postage				
6/30/2025	USPS	1st class stamps: abutter notif (per Town Requirement)	40.15	
	Total Reimbursables		40.15	40.15
		Total this Task		\$40.15
		Total this Invoice		\$40.15



SAXONVILLE
31 NICHOLAS RD
FRAMINGHAM, MA 01701-3465
www.usps.com

06/30/2025

02:31 PM

Product	Qty	Unit Price	Price
Love 2025	50	\$0.73	\$36.50
Grand Total:			\$36.50
Personal/Bus Check			\$36.50

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UFN: 242151-0540
Receipt #: 840-50180082-2-6250712-2
Clerk: 03

August 15, 2025

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

Subject: J. Warren Killam Elementary School Project Management – Modulease Contract

Dear Mr. Kraunelis:

Colliers Project Leaders has reviewed and based on the recommendation from the Town of Reading, we are recommending the approval of Modulease proposal to the J. Warren Killam Elementary School project.

Modulease proposal is for the relocation of the two modular classrooms from the J. Warren Killam Elementary School site to the High School site at the Oakland Road for a total of *Seven Hundred Fourteen Thousand Four Hundred 00/100 Dollars (\$714,400.00)*. (ProPay Code: 0603-0000)

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

Sincerely,



Justin Ferdenzi,
Project Manager
Justin.ferdenzi@collierseng.com

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

TOWN OF READING CONTRACT AGREEMENT

This Contract Agreement for ***Killam Modulares Relocation*** (hereinafter the "Project") is made the 10th day of June , 2025, by and between Modukease Corp, a corporation organized under the laws of the Commonwealth of Massachusetts, with a usual place of business at 212 Mt. Hope Street, North Attleboro, MA. 02760, hereinafter called the "Contractor" and the Town of Reading, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts, acting through its Town Manager, hereinafter referred to as the "Town", the "Owner", or the "Awarding Authority".

WITNESSETH that the Contractor and the Town for the consideration hereinafter named agree as follows:

In all respects, this contract shall be governed by and performed consistently with all laws of the Commonwealth of Massachusetts for public construction contracts including, but not limited to, M.G.L. Ch. 7C, 10, 30, 144 and 149. The provisions of the Massachusetts General Laws regarding public construction shall take precedence over any and all other contract provisions or documents. Any conflicts among provisions and/or between documents shall be resolved and/or interpreted according to the Massachusetts General Laws. However, compliance with a statute does not diminish the Contractor's responsibilities hereunder. The Contractor warrants that he is familiar with and agrees to abide by all laws of the Commonwealth of Massachusetts Municipal Ordinances and By-Laws, as most recently amended, which govern the award of this contract. They will be deemed to be included in the contract the same as though written out in full.

ARTICLE 1: CONTRACT DOCUMENTS

1.1 The Contract Documents consist of the following:

1.1.1 This Contract Agreement Form of General Bid (signed by the contractor)

1.1.3 Drawings and Specifications for the Project

1.1.4 Invitation to Bid and Bidding Documents

1.1.5 Copies of all required bonds, certificates of insurance, copies of policies, vote of corporation, and licenses required under the contract.

These documents form the entire Agreement between the parties and there are no other agreements between the parties. Any amendment to this agreement must be in writing and signed by an official with authority to bind the Town.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. All work mentioned or indicated in the Contract Documents shall be performed by the Contractor as part of the Contract unless it is specifically indicated in the Contract Documents that such Work is to be done by others.

1.2.1.1 In the event of conflict in or between the Contract Documents, the Contractor shall be held to the highest standard therein. Where compliance with two or more industry standards or set of requirements is specified, and overlapping of those different standards or requirements established different or conflicting minimums or level of quality, the most stringent requirements is intended.

1.2.1.2 In the event of a conflict between any provision or language of the Construction Contract and any provision or language of the contract documents, the provision or language of the Construction Contract shall control. In the event of any conflict or inconsistency between this contract, the Contract Documents and any Governing Laws and Building Code, the Governing Laws and Building Code shall prevail.

1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade except sections designated for Filed Sub-Bids as otherwise required by law. The General Contractor and all Subcontractors shall refer to all of the Drawings, including those showing primarily the work of the mechanical, electrical, and other specialized trades, and to all of the sections of the specifications, and shall perform all Work reasonably inferable therefrom as being necessary to produce the indicated results.

1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

1.2.4 The Drawings and Specifications are intended to supplement one another. Materials and workmanship described are not necessarily found in both. Drawings are not intended to be scaled or to act as shop drawings. Inadvertent discrepancies or omissions shown on one drawing but not on others shall not be cause for additional charges or claims. In case of discrepancies, figured dimensions shall take precedence over smaller scale drawings. Specifications shall take precedence over Drawings for quality of materials and general performance of the work.

1.2.5 Whenever an item is specified and/or shown on the Drawings by details or reference, it shall be considered typical for other items which are obviously intended to be the same even though not so designated or specifically named but do serve the same function for this project.

1.2.6 Where the terms “necessary,” “as directed,” “when directed,” “satisfactory,” good and sufficient,” “approved,” or other general qualifying terms are used on the Drawings, they are deemed to be followed by the words “in the opinion of the Designer” or “by the Designer” as the case may be.

1.2.7 The terms “approval,” “approved,” “approved equal,” “or equal,” or “other approved” mean as approved by the Designer.

1.2.8 Where reference is made to ASTM Specifications, it shall mean the standard specific specifications of the International Society for Testing and Materials of the most recent designation.

1.2.9 Similarly, where reference is made to Specifications, Standards or requirements of A.S.M.E. or A.S.H. & V.E., they shall mean respectively those American Society for Mechanical Engineers and the American Society for Heating and Ventilating Engineers, and shall be from the latest editions.

1.2.10 Any material specified by reference to the number, symbol, or title of a specific standard, such as a Commercial Standard, a Federal Specification, a trade association standard, or other similar standard, shall comply with the requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date indicated on the specifications, except as limited, or modified in such reference. Where compliance with two or more industry standards or set of requirements is specified, and overlapping of those different standards or requirements established different or conflicting minimums or level of quality, the most stringent requirements is intended.

1.2.11 The standards referred to, except as modified in the Contract Documents, shall have full force and effect as though printed in the Contract Documents. These standards are not furnished to the Contractor for the reason that the manufacturers and trades involved are assumed to be familiar with their requirements. The Contractor shall make himself aware of the contents of such documents and furnish the field office with one full set of each.

1.2.12 Where codes, requirements, and publications of public and private bodies are referred to in the Contract Documents, references shall be understood to be the latest revision prior to the date of receiving bids, except where otherwise indicated.

1.2.13 Mechanical and Electrical Drawings are diagrammatic only, and are not intended to show the exact physical locations or configurations of Work. Such Work shall be installed to clear all obstructions, permit proper clearances for the work of other trades, and present an orderly appearance where exposed. Exact location of fixtures and outlets shall be obtained from the Designer before the Work is roughed in; work installed without such information from the Designer shall be relocated at the General Contractor’s expense.

ARTICLE 2: DEFINITIONS

2.1 Work. The term “Work” means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials,

equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project. .

2.2 Modification. A "Modification" is (1) a written amendment to the Contract Agreement signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Designer.

2.3 Drawings. The "Drawings" are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

2.4 Specifications. The "Specifications" are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

2.5 Site. The word "site" shall mean the project site, the parameters of which are indicated on the Contract Drawings.

2.6 Governing Laws and Building Code. The term "governing laws and building code," whenever used, shall mean all laws, ordinances, rules, regulations, and lawful orders of any public authority, federal, state, or local bearing on the performance of the Work and the building code or codes legally applicable to work.

2.7 Claim. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

ARTICLE 3: TIME OF COMPLETION - PERIOD OF PERFORMANCE

3.1 The date of Commence of the Work shall be provided in a written Notice to Proceed from the Owner to the Contractor.

3.2 The Contract completion is based on start of school and is independent of the date of commencement. Substantial Completion and All on-site work must be completed by 15 August, 2025. Liquidated damages shall be applied for failure to reach Substantial Completion and the completion of ALL on-site work by August 23, 2025.

3.4 **Liquidated Damages for Delay in Substantial Completion:** Because both parties recognize (1) that the time for completion of this Contract is of the essence, (2) that the Owner will suffer loss if the work is not completed in accordance with the phasing requirements and within the contract time specified, plus any extensions thereof allowed in accordance with the provisions of this Contract, and (3) that there are significant delays, expense and difficulties associated with a legal proceeding to determine the actual loss suffered by the Owner if the work

is not completed on time; therefore, it is agreed that the Contractor will pay the Owner, as liquidated damages, the sum of One Thousand Dollars (\$1000.00) per day for each and every day thereafter that it fails to deliver such Work completed according to the requirements of the Contract Documents. Liquidated damages shall apply for the substantial completion of the project. Such liquidated damages shall be paid not as a penalty, but to partially cover losses and expenses to the Owner, including intangible costs and losses that are or may be impracticable to ascertain. Allowing the Contractor to continue to finish the work (or any portion of the work) after the time specified for completion of the Work shall not operate as a waiver on the part of the Owner of any of its rights under the Contract Documents or otherwise under law or equity. The Owner's right to impose liquidated damages shall in no way prohibit or restrict the Owner's right to bring legal action for damages in lieu of its option to impose liquidated damages from money due the Contractor, and if such money is insufficient to cover the liquidated damages, then the Contractor shall pay the amount due.

3.5 The Contractor hereby agrees that if he fails to commence the work, carry on the work with reasonable speed or stops work altogether without due cause, as determined in each case by the Town, the Town may give notice to the Contractor in writing to proceed with the work as per the schedule or to carry on the work with reasonable speed. Three days after the presentation of such notice if the work is not proceeding to the satisfaction of the Town, the Contractor shall be considered to have defaulted in the performance of this Agreement.

ARTICLE 4: THE CONTRACT SUM

4.1 The total amount billed under this contract shall not exceed \$714,400, subject to additions and deductions as provided in the Contract Documents. The Contractor shall keep and maintain records necessary to ensure this billing limit is not exceeded unless authorized in writing by the Town.

ARTICLE 5: OBLIGATIONS OF THE CONTRACTOR

5.1 The Contractor shall perform the Work in accordance with the Contract Documents. The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Designer in the Designer's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

5.1 Contractor's Financial Condition. The Contractor represents and warrants that its financial condition is sound and that the Contractor is capable of performing the work required pursuant to the Contract Documents. Upon request by the Owner, the Contractor shall make available to the Owner such audited and unaudited financial statements of the Contractor as the Owner may reasonably request. The Contractor shall promptly advise the Owner of any occurrence, event, fact, or other matter that has had, will have, or might reasonably be predicted to have a material adverse effect upon the financial condition of the Contractor.

5.2 Review of Contract and Field Conditions. Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become thoroughly familiar with all the existing conditions at the site, has taken all such conditions into consideration as they may affect the Work under his Contract, and correlated personal observations with requirements of the

Contract Documents. No allowance will be made in the Contract or the Work under the Contract for failure of the Contractor to visit the site.

5.2.1 Should any omissions, error or conflict be found in the Contract Documents, during the bidding period and prior to the times set forth in the Instructions for Bidders for receipt of such inquiries, the bidders shall request in writing that such conditions be explained by the Designer in the method described therein.

5.2.2 Should the work proceed, after the discovery of errors, conflict, or omissions by the Designer and clarification has not been received from the Designer, the Contractor will be held fully responsible for replacement or correction of the affected area, as directed by the Designer, at the Contractor's expense.

5.2.3 Before ordering any material or doing any work, each trade shall verify all measurements at this project and shall be responsible for the correctness of the same. No extra charge or compensation will be allowed on account of difference between actual dimensions and the measurements indicated on the Drawings, any difference which may be found shall be submitted to the Designer for consideration before proceeding with the work.

5.2.4 Where no explicit quality or standards for material or workmanship are established for work, such work is to be of as good quality of the surrounding work and of the construction of the Project generally.

5.2.5 All manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the manufacturer's written or printed directions and instructions unless otherwise indicated in the Contract Documents.

5.3 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as any information furnished by the Owner, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Designer in writing any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Designer may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. Before starting the work and at frequent intervals during the progress thereof, the Contractor shall carefully study and compare the contract documents with each other and with any information furnished by the Owner and shall at once report to the Designer any error, inconsistency or omission the Contractor may discover. Any necessary change will be ordered as provided in Article 10, subject to the requirements of the Contract Documents. If the Contractor proceeds with the Work without such notice, the Designer, having discovered such errors, inconsistencies or omissions, or if by reasonable study of the Contract Documents he could be discovered such, the Contractor shall bear all cost arising therefrom.

5.3.1 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Designer in writing any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Designer or Owner may require.

5.4 The Contractor shall reimburse the Owner for costs incurred by the Designer and the Owner's Project Manager for design and construction administration services which are caused by the Contractor's inefficient or otherwise faulty administration or execution of its Work. These may include but are not limited to the cost of the Designer or Owner's Project Manager to perform:

5.4.1 Repeated review of the Contractor's resubmittals, substantially out of sequence from the submittal schedule provided by the Contractor and agreed to by the Designer.

5.4.2 An extensive number of responses to the Contractor's requests for information where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

5.4.3 An extensive number of Change Orders and Construction Change Directives requiring evaluation of proposals and the preparation or revision of Instruments of Service and not otherwise caused by the design defects of the Designer.

5.4.4 Consultation regarding replacement of Work resulting from fire or other cause during construction.

5.4.5 Evaluation of an extensive number of claims not otherwise caused by design defect.

5.4.6 Evaluation of substitutions proposed by the Contractor and making subsequent revisions to Instruments of Services resulting therefrom.

5.4.7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Contractor.

5.4.8 Contract administration services made necessary by the Contractor's failure to complete the project on schedule, achieve milestones, including substantial and final completion.

5.4.9 Contract administration services provided 60 days or more after Substantial Completion.

5.5 Preconstruction Inspection. The Contractor shall notify the Owner and Designer in writing of any existing damage to the property or any unsafe conditions at the site prior to commencing the Work.

5.6 The General Contractor shall give the Designer timely notice of any additional design drawings, specifications or instructions required to define the Work in greater detail, or to permit the proper progress of the Work.

5.7 The General Contractor shall not proceed with any work not clearly and consistently defined in detail in the Contract Documents, but instead shall request additional drawings or instructions from the Designer. If the General Contractor proceeds with such work without obtaining further drawings or instructions, he shall correct work incorrectly done at his own expense.

5.8 Supervision and Construction Procedures.

5.8.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Designer and shall not proceed with that portion of the Work without further written instructions from the Designer. All loss, damage, or liability, or cost of correcting defective work arising from the employment of any construction means, methods, techniques, sequences or procedures shall be borne by the Contractor notwithstanding that such construction means, methods, techniques, sequences or procedures are referred to, indicated or implied by the Contract Documents, unless the Contractor has given timely notice to the Owner and Designer in writing that such means, methods, techniques, sequences or procedures are not safe or suitable, and the Owner has then instructed the Contractor in writing to proceed at the Owner's risk.

5.8.2 The Contractor shall be responsible to the Owner for acts and omissions of all entities or persons performing or supplying the Work other than those providing work under separate contracts with the Owner.

5.8.2.1 The Contractor shall employ workers competent to perform the work required by the contract and, upon written request of the Owner, remove and replace workers whom the Owner deems to be disorderly, careless or incompetent, or to be employed in violation of the terms of the Contract Documents, at no increase in the Contract Sum or the Contract Time.

5.8.2.2 The Contractor shall neither permit nor suffer smoking where it creates a hazard, nor the introduction or use of spirituous or intoxicating liquors upon or about the works embraced in this Contract or upon any of the ground occupied by him.

5.8.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

5.9 Labor

5.9.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. The word 'provide' shall mean furnish and install complete, including connections, unless otherwise specified.

5.9.2 Weather Protection and Adequate Heat. The Contractor shall install weather protection and furnish adequate heat in the protected area from November 1 to March 31 as required by M.G.L. c. 149, § 44F.

5.9.3 Sanitary Facilities. The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements of the appropriate authorities. The maintenance of all sanitary facilities shall be subject to the laws of the Commonwealth of Massachusetts and to the rules and regulations of the State Board of Health and the Board of Health for the Town.

5.9.4 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

5.9.5 The Contractor agrees as a material obligation to this Contract to pay its own laborers and to ensure that its subcontractors, material suppliers and sub-subcontractors pay their own laborers employed on the Project, wages in an amount no less than the applicable prevailing wage rates established for the Project by the Massachusetts Department of Labor and Industries. The Contractor shall defend and indemnify the Owner for, from and against any loss, expense, damages, actions, or claims (including any expense incurred in connection with any delay or stoppage of the Work) arising out of or related to the Contractor's failure to comply with such laws or regulations.

5.9.5.1 Payments by employers to health and welfare plans, pension plans and supplementary unemployment benefit plans under collective bargaining agreements or understandings between organized labor and employers shall be included for the purpose of establishing minimum wage rates as herein provided. The Owner shall assume no responsibility for the accuracy of the rates set forth in the schedule and no claims for additional compensation will be considered because of the inaccuracy in the rates so set forth. The schedule of wages referred to above are minimum rates only, the Owner will not consider any claim for additional compensation made by the Contractor because of any payment by the Contractor of any wage rate in excess of said minimum rates. All substantive and procedural requirements of the minimum wage rate laws shall be met. The schedule of rates shall be kept posted in a conspicuous place at the site of the work.

5.9.6 CORI Checks. No person shall be given access to a school site without first passing a Criminal Offender Record Information (CORI) check. Contractor shall provide Owner with proof, satisfactory to Owner, that each employee, agent, contractor, subcontractor and invitee

(“Contractor Worker(s)”) that visits the site has passed a CORI check. The Contractor shall see to it that no Contractor Worker shall perform any Work at the site if the Owner has objected to such person being at the site based upon information contained in the CORI check. The Contractor shall not allow any Contractor Worker on the site until the Owner has reviewed such worker’s CORI check and has not objected within ten (10) days after the receipt of the CORI check to such worker being at the site on account of the CORI check, unless the Owner waives such requirement for advance review of a Contractor Worker’s CORI check prior to that worker entering the site (which waiver shall only be effective as to the Contractor Worker(s) that the Contractor requests the Owner to provide such waiver in each instance). Notwithstanding the foregoing, the Contractor shall remain liable for the conduct of its workers, employees, subcontractors, agents and invitees on site.

5.9.6.1 CJIS Checks: No person shall be given access to the police station, without first passing a CJIS,(Criminal Justice Information Service,) background check for workers at the police station. The Contractor’s workers must comply with CJIS and CORI and meet all requirements listed above for CORI checks.

5.9.7 Restriction on Hours. No laborer, worker, mechanic, foremen or inspector working within the Commonwealth of Massachusetts in the employ of the Contractor, subcontractors or other persons doing or contracting to do the whole or part of the work contemplated by this contract, shall be required or permitted to work more than 8 hours in any one calendar day; or more than 48 hours in one week, or more than 6 days in any one week in full compliance with the provisions of M.G.L. c. 149, § 34, except in cases of emergencies.

5.9.8 Weekly Wages. M.G.L. c. 149, § 148, requires the weekly payment of employees.

5.9.10 Register of Employees. The Contractor shall keep a true and accurate register of all mechanics, teamsters, chauffeurs and laborers employed upon the work contemplated by this Contract showing the name, address and occupational classification of each such employee, the hours worked by and the wages paid to each such employee, and shall furnish the Massachusetts Department of Labor and Industries upon its request a true statement thereof.

5.9.11 If the Contractor uses or stores toxic hazardous substances he is subject to M.G.L. c. 111F, § 2, the “Right to Know” law and regulations promulgated by the Department of Public Health, the Department of Environmental Protection and the Department of Labor and Industries; and must post a Workplace Notice obtainable from the Department of Labor and Industries.

5.9.12 Preference to Veterans and Citizens. M.G.L. c. 149, § 26 is incorporated by reference herein.

5.10 Materials

5.10.1 Unless otherwise specifically provided in the Contract Documents, the Contractor shall provide and pay for materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and

completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

5.10.2 Materials and equipment to be installed as part of the Work (both or either of which are hereinafter referred to as "materials") shall be new, unused, of recent manufacture, assembled, and used in accordance with the best construction practices. The Contractor shall inform himself as to, and shall comply with, the provisions of M.G.L. c. 7, s. 23A, as amended, and shall abide by the same and all applicable rules, regulations and orders made thereunder in relation to the purchase of supplies and materials in the execution of the Work, including the provisions of M.G.L. c.7, s. 22, paragraph 17 which provides that there be "a preference in the purchase of supplies and materials, other considerations being equal, in favor, first, of supplies and materials manufactured and sold within the Commonwealth, and, second, of supplies and materials manufactured and sold elsewhere within the United States."

5.11 Taxes

5.11.1 The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

5.11.2 The Owner is exempt from payment of certain Sales and Use taxes applicable in the Commonwealth of Massachusetts. At the Contractor's request, Tax Exemption Certificates will be furnished by the Owner to the Contractor with respect to such tax exempt articles as may be required under this Contract.

5.11.3 The Contractor shall not pay, and the Town shall not reimburse or pay the Contractor or any other party either directly or indirectly for any tax for which an exemption is provided under law.

5.11.4 By executing the Contract Documents, the Contractor certifies under the pains and penalties of perjury pursuant to Chapter 62C, Section 49A(b) of the Massachusetts General Laws that the Contractor has complied with all of the laws of the Commonwealth of Massachusetts relating to taxes.

5.12 Permits, Fees, Compliance with Laws

5.12.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

a. Permit fees paid to the Town of Reading are waived.

5.12.2 The Contractor shall keep itself fully informed of and comply with all existing and future federal, state and municipal laws and regulations and all orders and decrees of any governmental bodies or tribunals (hereinafter also referred to as 'laws') having jurisdiction in any manner

which affect this contract or construction, including but not limited to such laws affecting those engaged or employed in the work, the materials used in the work or in any way affecting the conduct of the work. If any clause in this contract does not conform to such law, then such clause shall be void and the law operative shall be inserted in lieu thereof. If any discrepancy or inconsistency is discovered in the specifications, drawings, or contract documents in violation of the law, the Contractor shall forthwith report the same in writing to the Owner. The Contractor shall cause its employees, agents and subcontractors to also observe and comply with all such laws. It shall protect and indemnify the Owner and its officials, board members, employees and duly appointed agents against any claim or liability arising from or based on any violation, whether by the Contractor or its officials, employees or subcontractors, of any such law.

5.12.2.1 If the Contractor performs Work which it knows or should know it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall be responsible for such Work and shall bear the costs attributable to correction along with any other damages incurred by the Owner.

5.13 Superintendent

5.13.1 The Contractor shall employ a competent superintendent, reasonably acceptable to the Owner, and necessary assistants who shall be in attendance at the project site full time during the progress of the work until the date of substantial completion, and for such additional time thereafter as the Designer may have determined to be necessary for the expeditious completion of work. The Superintendent's duties shall include coordination of all work including the work of all subcontractors. The Contractor shall not remove the Superintendent without Town's consent. The Contractor shall remove the Superintendent if requested to do so in writing by the Owner, and shall promptly replace him with a competent person reasonably acceptable to the Owner. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

5.13.2 The Contractor, prior to the commencement of Work, shall furnish in writing to the Owner through the Designer the name and qualifications of a proposed superintendent and any necessary assistants. The Designer may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Designer has reasonable objection to the proposed superintendent or (2) that the Designer requires additional time to review. Failure of the Designer to reply within the 14-day period shall constitute notice of no reasonable objection.

5.13.3 The Contractor's Superintendent and similar authorized representatives of any Sub-Contractor, Supplier, or any other person or organization shall attend all meetings that are requested by the Owner, and as required by the Contract Documents.

5.13.4 The Contractor shall not employ a proposed superintendent to whom the Owner or Designer has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

5.14 Carpenters

5.14.1 The Contractor shall install all rough and finish carpentry work in a good workmanlike manner with carpenters on his own payroll except for any finish carpentry work for which the Owner gives specific prior approval for (a) performance by a named subcontractor and (b) the terms of the subcontract, and shall at all times have a sufficient number of carpenters on his payroll to perform all such rough and finish carpentry work and a sufficient number of laborers on his own payroll to keep the entire construction site clean and free from obstacles hindering the performance of work.

5.14.2 The Contractor and each of the subcontractors shall furnish to both the Owner and the Designer the names, addresses, and telephone numbers of the Superintendent and at least two other of the Contractor's authorized representatives indicating where they can be contacted at times other than normal working hours in case of emergency.

5.14.3 When the presence of a Subcontractor or Sub-subcontractor is required at a job meeting, the Subcontractor or Sub-subcontractor shall be represented by an authorized representative who is empowered to make binding commitments on all matters to be discussed at such meetings, including costs, payments, change orders, time schedules and manpower. Notices required under the Contract may be served on such representatives.

5.15 Construction Schedules

5.15.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's, Owner's Project Manager's and Designer's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The schedule shall utilize the Critical Path Method and shall (1) include an estimated cash flow schedule, showing anticipated monthly expenditures throughout the duration of the Contract based on the Schedule of Values required under Section _____ of this Contract Agreement; (2) accurately reflect the relationships between activities; (3) contain no activities of greater than 30 days duration; and (4) clearly indicate the critical path activities and float values for non-critical activities. Contractor shall submit an updated schedule monthly that accurately reflects the progress achieved and any changes in Contractor's planned activities and logic relationships.

5.15.1.1 The Owner's, Owner's Project Manager's, and Designer's review and comments on the construction schedule shall not constitute a waiver of contract requirements and shall not relieve the Contractor of requirements established by the Contract Documents and/or by applicable laws and standards.

5.15.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Designer's approval. The Designer's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Designer reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any

increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

5.15.3 The Contractor shall perform the Work in strict accordance with the Construction Schedule. The Contractor's compliance with the Construction Schedule shall be a material obligation of this Contract.

5.16 The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Designer and shall be delivered to the Designer for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

5.17 Shop Drawings

5.17.1 The Contractor shall furnish to the Designer all samples of the materials to be used in the execution of the Work as required by the Contract Documents. The Contractor shall furnish to the Designer in a timely manner all coordination Drawings, shop details, Shop Drawings, and setting diagrams which may be necessary for acquiring and installing materials. These shall be reviewed as required by the Designer. A minimum of the number of copies indicated in the specification shall be submitted for final approval, one of which shall be returned to the Contractor, one to the Resident Engineer, one to the Awarding Authority and one filed with the Designer. The inspection and approval by the Designer of Shop Drawings, etc. shall be general and shall in no way relieve the Contractor from responsibility for proper fitting, coordinating, construction, and construction sequencing. The Contractor shall furnish to the Designer such information and vouchers relative to the Work, the materials therefor, and the persons employed thereon, as the Designer shall from time to time request.

5.17.2 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. The purpose of their submission is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.

5.17.3 The Contractor shall review, approve, and submit to the Designer, Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals made by the Contractor that are not required by the Contract Documents or that do not comply with the Contract Documents may be returned without action.

5.17.4 The Contractor shall prepare and keep current for the Designer's approval a schedule of submittals that is coordinated with the Progress Schedule and allows the Designer reasonable time to review submittals. The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Designer. Such Work shall be in accordance with Approved submittals. By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements, and field construction criteria related thereto and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

5.17.5 The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Designer's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Designer in writing of such deviation at the time of submittal and the Owner has given explicit written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings,

Product Data, Samples, or similar submittals by the Designer's or the Owner's actions.

5.17.6 When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, such certification must be stamped by a registered Massachusetts professional in the discipline required. The Designer shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

5.17.7 Materials furnished or used or employed under the Contract must be equal in quality to the samples furnished and be satisfactory to the Designer.

5.18 Tests

5.18.1 Any material to be used in the Work may be tested or inspected at any time by the Designer with the prior Approval of the Owner and may be rejected if it fails to comply with specified tests. The Owner shall pay for all testing of specified material. If the Contractor requests permission to use a material that was not specified, then the Contractor shall pay for such testing. The cost of testing of materials that fail the testing criteria shall be borne by the Contractor.

5.18.2 The Contractor shall notify the Designer and the Owner of the proposed sources of materials in time to permit all required testing and inspection before the material is needed for incorporation into the Work. The Contractor shall have no claim arising from Contractor's failure to designate the proposed source or to order the material in time for adequate testing and inspection. Necessary arrangements shall be made to permit the Designer to make factory, shop or other inspection of materials or equipment ordered for the Work in process of manufacture or fabrication, or in storage elsewhere than the Site.

5.19 "Or Equal" Submissions.

5.19.1 Where products or materials are prescribed by manufacturer name, trade name, or catalog reference, the words "or Approved equal" shall be understood to follow. An item shall be considered equal to the item so named or described if in the opinion of the Owner (a) it is at least equal in quality, durability, appearance, strength and design, (b) it performs at least equally the function imposed in the general design for the Work, and (c) it conforms substantially, even with deviations, to the detailed requirements for the items as indicated by the Specifications. Any structural or mechanical changes made necessary to accommodate products or materials substituted as an "or equal" shall be at the expense of the Contractor. "Approved equal" shall mean an item with respect to which the Owner shall have issued a written statement to the Contractor to the effect that the item is, in the Owner's opinion, equal within the meaning of this paragraph to that prescribed in the Contract Documents.

5.19.2 The Contractor shall be responsible for providing the Designer with any information and test results that the Designer reasonably requires to determine whether or not a material is equal to a material named or described in the Contract Documents.

5.19.3 Whenever the Contractor submits a material for approval as a substitute for a material named or described in the Contract Documents, such submission shall be made at least one hundred twenty (120) days prior to the date the materials will be used in the Work. In no event shall the Contractor maintain a claim for delays based upon the Designer's review of such substituted materials if the Contractor has failed to comply with the one hundred twenty (120) day submission requirement.

5.19.4 The Contractor shall save the written calculations, pricing information, and other data that the Contractor used to calculate the General Bid (the "Bid Pricing Materials") for at least six years after the Owner makes Final Payment under this Contract Agreement. No increase in the Contract Sum shall be allowed for any material later found to have been improperly rejected as not being equal unless the Contractor can show persuasive evidence that the rejection increased the

Contractor's costs over those provided for in the Bid Pricing Materials, net of all savings the Contractor obtained by substituting other "or-equal" items. Without limiting the foregoing, if the Owner rejects a proposed substitution on the basis that the item is not equal and if after the Contractor complies with the appeal procedures required by law and by the Contract Documents, the appropriate authority finds that the proposed substitution was equal, the Contract Sum may be increased only to the extent that (1) the item that the Contract Documents specifically require costs more than the item later approved as equal, (2) the Bid Pricing Materials prove that the Contractor calculated its bid using the cost of the item later found as equal, (3) any increase is reduced by any cost that the Contractor would have incurred for structural or mechanical changes necessary to accommodate the substitute item, (4) the Contractor shall not be entitled to any adjustment for overhead and profit, (5) any increase must exceed the aggregate amount that the Contractor saved using products or materials that the Owner approved as equal under this Contract Agreement. In calculating the Contractor's aggregate saving under the preceding clause (5), the Contractor shall provide the Owner with the Bid Pricing Materials and a calculation based on the Bid Pricing Materials that compare the price (stated in the Bid Pricing Materials) of each item replaced with an "or equal" item, with the cost of the approved equal item, specifically describes all costs that Contractor would have incurred making structural or mechanical changes to include within the Work the item later found to have been improperly rejected and copies of all plans, specifications, shop Drawings, and other design documents that the Owner deems necessary or desirable.

5.20 Delivery and Storage of Materials

5.20.1 Materials and equipment shall be progressively delivered to the Site so that there will be neither delay in the progress of the Work nor an undue accumulation of materials that are not to be used within a reasonable time and so that their security, quality, and fitness of the materials for the Work is preserved.

5.20.2 Materials stored off Site shall be insured and stored at the expense of the Contractor so as to guarantee the preservation of their security, quality and fitness for the Work. Without derogating from the Contractor's responsibilities in the previous sentence, when necessary to avoid deterioration or damage, material (on or off Site) shall be placed on wooden platforms or other hard clean surfaces and not on the ground and shall be properly protected.

5.20.3 Expenses for inspection of material by the Designer and/or the Owner including travel, quarters, and subsistence shall be borne by the Contractor requesting the inspection of material stored outside the Commonwealth of Massachusetts as part of the Contract Price. The policy of the Owner precludes the payment for material stored outside the boundaries of Massachusetts except in extremely limited circumstances with the express written consent of the Owner. If the Contractor requests an inspection of material stored outside the Commonwealth of Massachusetts, the Owner will initially pay for all expenses of inspecting the material incurred by the Designer and/or Owner's personnel including travel, quarters, and subsistence. The Owner will then give Contractor an invoice for those costs and the Contractor shall submit a credit Change Order for the amount of those expenses.

5.20.4 Stored materials either at the Site or at some other location agreed upon in writing shall be so located as to facilitate prompt inspection and even though approved before storage, may again be inspected prior to their use in the Work.

5.20.4.1 All storage sites shall be restored to their original condition by the Contractor at the Contractor's expense.

5.20.5 The Contractor shall take charge of and be liable for any loss of or injury to the materials for his use delivered to or in the vicinity of the place where the Work is being done, whether furnished by the Owner or otherwise; the Contractor shall notify the Designer as soon as any such materials are so delivered, allow them to be examined by the Designer, and furnish workers to assist therewith.

5.21 Defective and Damaged Materials

5.21.1 The Designer may reject materials if the Designer reasonably determines that such materials do not conform to the Contract Documents in any manner, including but not limited to materials that have become damaged or deteriorated from improper storage whether or not such materials have previously been accepted. The Contractor at its own expense shall remove rejected materials from the Work. No rejected material, the defects of which have been subsequently corrected, shall be used except with the written permission of the Designer. Should the Contractor fail to remove rejected material within a reasonable time, the Designer and/or Owner may, in addition to any other available remedies, remove and/or replace the rejected material, and to deduct the cost of such removal and/or replacement from any moneys due or to become due the Contractor. No extra time shall be allowed for completion of Work by reason of such rejection. The inspection of the Work shall not relieve the Contractor of any of its obligations herein prescribed, and any defective Work shall be corrected. Work not conforming to the Contract Documents may be rejected notwithstanding that such Work and materials have been previously overlooked or misjudged by the Designer and accepted for payment. If the Work or any part thereof shall be found defective at any time before Final Acceptance of the whole Work, the Contractor shall forthwith make good such defect in a manner satisfactory to the Designer. Nothing in the Contract shall be construed as vesting in the Contractor any property rights in the materials used after they have been attached or affixed to the Work or the Site; but all such materials shall upon being so attached or affixed become a property of the Owner.

6. PAYMENT

6.1 Schedule of Values. Before the first application for payment the Contractor shall submit to the Designer and the Owner a schedule of values allocated to various portions of the Work in sufficient detail to reflect the various major components of each trade (with filed Subcontractors as well as MBE/WBE noted), including quantities when requested, aggregating the total Contract Price and divided so as to facilitate payments for work under each section of the Specifications. The schedule shall be prepared in such form and supported by such data to substantiate its accuracy as the Designer or the Owner may require. Each item in the schedule shall include its proper share of overhead and profit. When Approved by the Designer and the Owner, it shall constitute the Schedule of Values and shall be used only as a basis for the Contractor's requests for payments.

6.2 Applications for Payment. At least fifteen days before the date established for each progress payment, the Contractor shall submit to the Architect and Owner an itemized Application for Payment prepared in accordance with the schedule of values for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage.

6.2.1 **PENCIL REQUISITION:** In order to expedite monthly payments during the course of the Project, the Contractor shall review with the Architect a preliminary draft of each Application for Payment before final copies the application are typed and formally submitted. The Architect shall then review the Contractor's formal, notarized Application for Payment, supported by such data substantiating the Contractor's Application for Payment as the Owner or Architect may require, and certify in writing the total value of Work completed, including an allowance for the value of materials delivered and suitably stored at the site at the time of such Application.

6.3 Based upon Applications for Payment submitted by the Contractor and Certificates for Payment issued by the Designer, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

6.4 Payment to the Contractor shall be made by the Town in accordance with in accordance with M.G.L. c. 30, Sec. 39K:

Within fifteen days (30 days in the case of the commonwealth, including local housing authorities) after receipt from the contractor, at the place designated by the awarding authority if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding month, the awarding authority will make a periodic payment to the contractor for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the contractor has title or to which a subcontractor has title and has authorized the contractor to transfer title to the awarding authority, upon certification by the contractor that he is the lawful owner and that the materials are free from all encumbrances, but less (1) a retention based on its estimate of the fair value of its claims against the contractor and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, and less (3) a retention not exceeding five per cent of the approved amount of the periodic payment. After the receipt of a periodic estimate requesting final payment and within sixty-five days after (a) the contractor fully completes the work or substantially completes the work so that the value of the work remaining to be done is, in the estimate of the awarding authority, less than one per cent of the original contract price, or (b) the contractor substantially completes the work and the awarding authority takes possession for occupancy, whichever occurs first, the awarding authority shall pay the contractor the entire balance due on the contract less (1) a retention based on its estimate of the fair value of its claims against the contractor and of the cost of completing the incomplete and unsatisfactory items of work and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, or based on the record of payments by the contractor to the subcontractors under this contract if such record of payment indicates that the contractor has not paid subcontractors as provided in section thirty-nine F. If the awarding authority fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of three percentage points above the rediscount rate than charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the contractor; provided, that no interest shall be due, in any event, on the amount due on a periodic estimate for final payment until fifteen days (twenty-four days in the case of the commonwealth) after receipt of such a periodic estimate from the contractor, at the place designated by the awarding authority if such a place is so designated. The contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

The payment shall be in full less 5% retainage for furnishing all materials, supplies, labor, services, supervision, tools and equipment and use thereof. Acceptance of periodic payments by the Contractor shall constitute a waiver of claims known or knowable at the time by the

Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of periodic payment.

6.5 Each Application for Payment or periodic estimate requesting payment shall be accompanied by a certificate signed by each Subcontractor under pains and penalties of perjury stating that the Subcontractor has been paid all amounts due the Subcontractor on the basis of the previous periodic payment to the Contractor, or else stating the amount not so paid and the reason for the discrepancy. In the event of any such discrepancy, the Contractor shall furnish the Contractor's own written explanation to the Owner through the Engineer. Such waiver or certificate shall be in a form acceptable to the Owner. The Contractor warrants that title to all work covered by an application for payment will pass to the Owner either by incorporation into the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests, or encumbrances, hereinafter referred to in this article as 'liens.' The Contractor further agrees that the submission of any application for payment shall conclusively be deemed to waive all liens with respect to set work to which the Contractor may then be entitled, provided that such waiver of the lien rights shall not waive the Contractor's right to payment for such work.

6.6 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

6.7 Retainage shall be withheld until Substantial Completion of the entire project. The Owner will pay ninety-five percent (95%) of the amount due the Contractor on account of progress payments. This retainage of five percent (5%), less any amount due from the Contractor for Liquidated Damages and applicable costs of the Designer, and Designer's Consultants, and less amounts based on the established value of punch list items and any other Owner claims or back-charges against the Contractor, will be paid within sixty-five (65) days of Substantial Completion in accordance with M.G.L. c.30, §39K. Acceptance of periodic payments by the Contractor shall constitute a waiver of claims known or knowable at the time by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of periodic payment.

6.8 If at any time there shall be evidence of any lien or other claim for which, if established, the Owner may become liable, directly or indirectly, and which is chargeable to the Contractor, the Owner may retain out of the payment then due or thereafter to become due, an amount sufficient to completely indemnify it against any such claim. If there proves to be any such claims after all the payments are made, the Contractor shall refund to the Owner all moneys that the Owner pays in discharging such claim in consequence of the Contractor's default.

6.9 The Contractor warrants that title to all Work (including materials and equipment) covered by an Application for Payment will pass to the Owner either by incorporation in the Work or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances.

6.10 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be

made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

6.11 The Contractor warrants that title to all Work (including materials and equipment) covered by an Application for Payment will pass to the Owner either by incorporation in the Work or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances.

6.12 The Contractor, his Subcontractors and Sub-subcontractors shall obtain prior written approval from the Owner through the Designer for permission to store materials to be incorporated in the Work, for which Progress Payments will be requested, at off-site locations. In no case shall stored materials or equipment, whether stored at the site or at some other location, be considered payment unless, in the sole judgment of the Owner, the materials or equipment are ready for and actually scheduled for prompt use. Written request for payment of stored material must be made thirty days in advance of the due date for the Application for Payment. Any and all charges for storage, including insurance, shall be borne solely by the General Contractor. Before approval, the Owner will require proper proof of insurance and a letter in which is furnished: (a) the name of the Contractor and/or the Subcontractor or Sub-subcontractor leasing the storage area; (b) the location of such leased space; (c) the leased area (the entire premises or certain areas of a warehouse given the number of floors or portions thereof); (d) the date on which the material is first stored; and (e) the value of the material stored.

6.12.1 The General Contractor, his Subcontractors and Sub-subcontractors shall notify the Designer and the Owner to inspect, at least once each month, the materials being stored at any location.

6.12.2 The General Contractor, his Subcontractors and Sub-subcontractors shall mark each sealed carton with the name of the Project and the Designer.

6.12.3 A perpetual inventory shall be maintained for all materials held in storage for which payment has been requested.

6.12.4 Payment for materials stored off site shall be at the sole discretion of the Owner. Any additional costs to the Owner resulting from storage of material off site for which payment is requested, such as, but not limited to, travel expenses and time for inspectors, shall be charged to, and paid by, the General Contractor.

6.13 The Contractor shall submit four (4) copies of its Application for Payment.

6.14 Certificates for Payment

6.14.1 The Designer will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Designer determines is properly due, or notify the Contractor and Owner in

writing of the Designer's reasons for withholding certification in whole or in part as provided herein.

6.14.2 The issuance of a Certificate for Payment will constitute a representation by the Designer to the Owner, based on the Designer's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Designer's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Designer. However, the issuance of a Certificate for Payment will not be a representation that the Designer has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

6.14.3 The Designer may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Designer's opinion the representations to the Owner required by Section 6.12.2 cannot be made. If the Designer is unable to certify payment in the amount of the Application, the Designer will notify the Contractor and Owner as provided in Section 6.12.1. If the Contractor and Designer cannot agree on a revised amount, the Designer will promptly issue a Certificate for Payment for the amount for which the Designer is able to make such representations to the Owner. The Designer may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Designer's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 5.8.2, because of

1. defective Work not remedied;
2. third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
3. failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
4. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
5. damage to the Owner or a separate contractor;
6. reasonable evidence that the Work will not be completed within the Contract Time, and that the retainage currently held by the Owner would not be adequate to cover actual or liquidated damages for the anticipated delay; or
7. failure to carry out the Work in accordance with the Contract Documents.
8. failure of mechanical trade or electrical trade, or any other trade, subcontractor to comply with mandatory requirements for maintaining record drawings. The Contractor shall check record drawings each month. Written confirmation that the record drawings are current will be required by the Designer before approval of the Contractor's monthly payment requisition.

6.14.4 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld, and which are properly due the Contractor.

6.14.5 If the Designer withholds certification for payment under Section 6.12.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Designer and the Designer will reflect such payment on the next Certificate for Payment.

6.14.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

ARTICLE 7: PAYMENT OF SUBCONTRACTORS

7.1 The Contractor shall make payment to subcontractors in accordance with M.G.L. c. 30, § 39F, which is quoted in this section below. For purposes of this Agreement, the word “forthwith” appearing in paragraph (1)(a) of the quoted provision shall be deemed to mean “within five (5) business days.” The Contractor shall, at the Owner’s request, furnish satisfactory evidence that all such obligations have been paid, discharged, or waived. M.G.L. c. 30, § 39F provides:

(1) Every contract awarded pursuant to sections forty-four A to L, inclusive, of chapter one hundred and forty-nine shall contain the following subparagraphs (a) through (i) and every contract awarded pursuant to section thirty-nine M of chapter thirty shall contain the following subparagraphs (a) through (h) and in each case those subparagraphs shall be binding between the general contractor and each subcontractor.

(a) Forthwith after the general contractor receives payment on account of a periodic estimate, the general contractor shall pay to each subcontractor the amount paid for the labor performed and the materials furnished by that subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

(b) Not later than the sixty-fifth day after each subcontractor substantially completes his work in accordance with the plans and specifications, the entire balance due under the subcontract less amounts retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the subcontractor; and the awarding authority shall pay that amount to the general contractor. The general contractor shall forthwith pay to the subcontractor the full amount received from the awarding authority less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

(c) Each payment made by the awarding authority to the general contractor pursuant to subparagraphs (a) and (b) of this paragraph for the labor performed and the materials furnished by a subcontractor shall be made to the general contractor for the account of

that subcontractor; and the awarding authority shall take reasonable steps to compel the general contractor to make each such payment to each such subcontractor. If the awarding authority has received a demand for direct payment from a subcontractor for any amount which has already been included in a payment to the general contractor or which is to be included in a payment to the general contractor for payment to the subcontractor as provided in subparagraphs (a) and (b), the awarding authority shall act upon the demand as provided in this section.

(d) If, within seventy days after the subcontractor has substantially completed the subcontract work, the subcontractor has not received from the general contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, the subcontractor may demand direct payment of that balance from the awarding authority. The demand shall be by a sworn statement delivered to or sent by certified mail to the awarding authority, and a copy shall be delivered to or sent by certified mail to the general contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of completion of the subcontract work. Any demand made after substantial completion of the subcontract work shall be valid even if delivered or mailed prior to the seventieth day after the subcontractor has substantially completed the subcontract work. Within ten days after the subcontractor has delivered or so mailed the demand to the awarding authority and delivered or so mailed a copy to the general contractor, the general contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the awarding authority and a copy shall be delivered to or sent by certified mail to the subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor and of the amount due for each claim made by the general contractor against the subcontractor.

(e) Within fifteen days after receipt of the demand by the awarding authority, but in no event prior to the seventieth day after substantial completion of the subcontract work, the awarding authority shall make direct payment to the subcontractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount (i) retained by the awarding authority as the estimated cost of completing the incomplete or unsatisfactory items of work, (ii) specified in any court proceedings barring such payment, or (iii) disputed by the general contractor in the sworn reply; provided, that the awarding authority shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (d). The awarding authority shall make further direct payments to the subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this subparagraph.

(f) The awarding authority shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of subparagraph (e) in an interest-bearing joint account

in the names of the general contractor and the subcontractor in a bank in Massachusetts selected by the awarding authority or agreed upon by the general contractor and the subcontractor and shall notify the general contractor and the subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the general contractor and the subcontractor or as determined by decree of a court of competent jurisdiction.

(g) All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account or accounts in a bank pursuant to subparagraph (f) shall be made out of amounts payable to the general contractor at the time of receipt of a demand for direct payment from a subcontractor and out of amounts which later become payable to the general contractor and in the order of receipt of such demands from subcontractors. All direct payments shall discharge the obligation of the awarding authority to the general contractor to the extent of such payment.

(h) The awarding authority shall deduct from payments to a general contractor amounts which, together with the deposits in interest-bearing accounts pursuant to subparagraph (f), are sufficient to satisfy all unpaid balances of demands for direct payment received from subcontractors. All such amounts shall be earmarked for such direct payments, and the subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the general contractor.

(i) If the subcontractor does not receive payment as provided in subparagraph (a) or if the general contractor does not submit a periodic estimate for the value of the labor or materials performed or furnished by the subcontractor and the subcontractor does not receive payment for same when due less the deductions provided for in subparagraph (a), the subcontractor may demand direct payment by following the procedure in subparagraph (d) and the general contractor may file a sworn reply as provided in that same subparagraph. A demand made after the first day of the month following that for which the subcontractor performed or furnished the labor and materials for which the subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the general contractor. Thereafter the awarding authority shall proceed as provided in subparagraph (e), (f), (g) and (h).

7.2 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Designer shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

ARTICLE 8: DIFFERING SITE CONDITIONS; CONTRACT CLAIMS AND DISPUTES

8.1 As required by M.G.L. c. 30, Section 39N, the parties hereby agree:

If, during the progress of the work, the contractor or the awarding authority discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the contract documents either the contractor or the contracting authority may request an equitable adjustment in the contract price of the contract applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a contractor, or upon its own initiative, the contracting authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the contract documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and contract documents and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work which results in an increase or decrease in the cost of the work, the contracting authority shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly.

8.2 CLAIMS AND DISPUTES

8.2.1 Notice of Claims. Claims against the Owner must be initiated within seven (7) days after occurrence of the event giving rise to such Claim or within seven (7) days after the Contractor first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Designer and the other party.

8.2.1.1 The Contractor's failure to provide written notice in strict accordance with this paragraph will result in the Contractor's having waived its Claim. Written notice submitted by the Contractor must include pricing of the Claim.

8.2.1.2 The Contractor shall furnish the Designer with such additional documentation as the Designer may request to evaluate the Claim.

8.2.2 Claims shall be referred to the Initial Decision Maker for initial decision. The Designer will serve as the Initial Decision Maker, unless otherwise indicated in the Contract Documents. An initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered.

8.2.2.1 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

8.2.2.1.1 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

8.2.2.2 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Designer, if the Designer is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and/or litigation of the claim as provided herein.

8.2.3 Regardless of the disposition or status of a Claim, (except as otherwise agreed in writing or as provided elsewhere in the Contract Documents), the Contractor shall proceed diligently with performance of the Contract. The Designer will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

8.2.4 Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property.

8.2.4.1 Contractor hereby acknowledges that the Owner has the contractual right to delay the Work. Such right may not be exercised unreasonably. In addition, Contractor shall not be entitled to additional compensation as a result of delay, even if caused by the Owner or those for whom the Owner is responsible. The Contractor's sole remedy for any delay is an extension of time, notwithstanding the above. Furthermore, the Contractor acknowledges that the Construction Schedule reflects the Contractor's schedule expectations, based upon the Contract Documents, tests, surveys or plans heretofore submitted to the Contractor and Contractor's visual inspection of the Project Site. The Contractor hereby agrees that it has taken these factors into account and the Contractor shall have no entitlement to an increase in the Contract Sum or any other additional costs, expenses or damages of whatsoever nature as they may relate to or otherwise arise from any delay, impact, or acceleration, except as and to the extent expressly provided under M.G.L. c.30, § 39O. The Contractor acknowledges that the Contractor's sole remedy for any such delay and/or suspension will be an extension of time provided the Contractor complies with notice requirements contained in Section 8.2.1.

8.2.5 Claims for Additional Time. If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. In the case of a continuing delay, only one Claim is necessary.

8.2.5.1 No increase in the Contract Time will be allowed for Work that is delayed as a result of the Contractor's failure to timely submit, revise or resubmit shop drawings, product data, and/or samples.

8.2.5.2 No extension of time shall be granted because of seasonal, normal or abnormal variations in temperature, humidity, or precipitation, which conditions shall be wholly at the risk of the Contractor, whether occurring within the time originally scheduled for completion or within the period of any extension granted. Any additional cost of operations or conditions resulting therefrom shall be the responsibility of the Contractor.

8.2.5.3 The Owner shall not extend the Contract Time due to a delay until all Contract Float is used.

8.2.5.4 The Contractor shall have the burden of demonstrating the effect of the claimed delay on the Contract Time and shall furnish the Designer with such documentation relating to the claim as the Designer may reasonably require. The Progress schedule in the format required by the Contract Documents shall be used for determining the Contractor's Rights to an extension of time under Section 9.2. The Designer will not be obligated to grant an extension of time unless the Contractor can demonstrate that the schedule has been negatively affected for reasons allowable under Section 9.3. If requested to do so by the Designer, the Contractor shall furnish additional hard copy print-outs of the revised Schedules and charts reflecting the actual or estimated time changes resulting from Change Orders or other events or actions which are the basis for the Claim for Additional Time.

8.2.6 The Contractor waives Claims against the Owner for consequential damages arising out of or relating to this Contract. This waiver includes damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work. This waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with the Contract Documents.

8.2.7 Claims, disputes or other matters in question between the parties to this Contract Agreement arising out of or relating to this Contract Agreement or breach thereof shall be subject to and decided by the Superior Court of Massachusetts in Middlesex County, if jurisdiction exists, and if jurisdiction does not exist in the Superior Court, said action shall be brought in the Woburn District Court of Massachusetts. A claim, dispute or other matter may be submitted to mediation, in accordance with the provisions of the American Arbitration Association, at the sole discretion of the Owner.

8.2.7.1 In the event that the Owner elects to demand mediation to settle any claim, dispute or matter in question, the parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

8.2.8 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a

possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

ARTICLE 9: PROGRESS OF WORK, SUBSTANTIAL COMPLETION, FINAL COMPLETION

9.1 Time limits stated in the Contract Documents are of the essence. The Contractor and its Subcontractors shall perform and coordinate all Work without delay. By executing the Agreement the Contractor confirms it has reviewed the Contract Documents and that the Contract Time is a reasonable period for performing the Work. The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

9.2 The term "Substantial Completion" as used in this Contract shall mean the point at which, as certified in writing by the Designer, the Designer has determined that the Project is at a level of completion in strict compliance with this Contract such that the Owner or its designee can enjoy beneficial use and can use or operate it in all respects for its intended purpose and only minor items which can be corrected or completed without any material interference with the Owner's use of the Work remain to be corrected or completed. Partial use of the Project shall not result in the Project being deemed substantially complete, and such partial use shall not be evidence of substantial completion.

9.2.1 The Contractor shall submit, prior to requesting substantial completion, written certification that: (a) Equipment and systems have been tested in the presence of the Owner's Representative and are operational; (b) Owner's designated staff have been instructed on all equipment and systems and an Owner signed receipt has been furnished to the Designer; (c) Operational and Maintenance Manuals and record drawings have been submitted to and reviewed by the Designer and have been delivered to the Owner with required corrections. Submit copies of receipts signed by Owner's representative; (d) Owner has received the specified guarantees and spare parts and the Owner has signed a receipt for same; and (e) Project has been completed and is ready for final inspection and an appropriate Certificate of Occupancy has been issued.

9.2.1.2 The Contractor shall also submit the following: (a) Contractor's Affidavit of Payments for Debts and Claims; (b) Contractor's Affidavit of Release of Liens; (c) Consent of Surety to Final Payment; and (d) Maintenance Guarantee.

9.2.2 The Contractor shall obtain and deliver promptly to the Designer any Occupancy Permit and any certificates of final inspection of any part of the Contractor's Work and operating permits for any mechanical apparatus, such as elevators, escalators, boilers, and air compressors, which may be required by law to permit full use and occupancy of the premises by the Owner. Receipt of such permits or certificates by the Designer shall be a condition precedent to determining that the Work is Substantially Complete.

9.2.3 Punch List. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Designer a comprehensive list, organized by room and trade, of items to be

completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The punch list is to be complied with and in a process of active completion at the time of Substantial Completion, prior to the de-mobilization of major subcontractors.

9.2.3.1 Upon receipt of the Contractor's list, the Designer, Owner's Project Manager, and Owner will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Designer's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Designer. In such case, the Contractor shall then submit a request for another inspection by the Designer to determine Substantial Completion.

9.2.4 When the Work or designated portion thereof is substantially complete (in accordance with this Section 9.2), the Owner, with the advice and recommendation of the Designer, will determine the date of Substantial Completion, and the Designer will prepare a Certificate of Substantial Completion reflecting such date of Substantial Completion that shall establish the responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate.

9.2.4.1 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

9.3 Partial Occupancy or Use. The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Designer as provided under Section 9.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Designer.

9.3.1 Immediately prior to such partial occupancy or use, the Owner, Contractor and Designer shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.3.2 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.4 Final Completion and Payment. Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Designer, Owner's Project Manager, and Owner will promptly make such inspection and, when the Owner, after consultation with the Designer, finds the Work acceptable under the Contract Documents and the Contract fully performed, will request the Designer to promptly issue a final Recommendation for Payment stating that to the best of the Designer's knowledge, information and belief, and on the basis of the Designer's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents, and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable.

9.4.1 Contractor shall submit, prior to requesting final inspection, written certification that: (a) Work has been completed in accordance with Contract Documents; and (b) Project has been inspected for compliance with Contract Documents. If the Designer or Owner does not consider the work finally complete, the Contractor will be notified, in writing, with the reasons stated. The Contractor will take immediate steps to correct the stated deficiencies and then submit a second written certification to the Designer, Owner and Owner's Project Manager.

9.4.2 Warranties required by the Contract Documents shall commence on the date of Final Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

9.4.3 Reinspection Costs. Should the Designer be required to reinspect the work because of failure of the Contractor to comply with the certification listed in 9.4.1, the Designer will bill the Owner for all related cost incurred, such cost will be deducted from the Contractor's payment.

9.4.4 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Designer (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien.

9.4.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee.

9.4.6 One-Year Warranty Repair List and Inspection. Approximately thirty (30) days prior to the expiration of the comprehensive one-year warranty period, the Contractor shall schedule an appointment with the Owner for a re-inspection of the Work with the Owner, and shall thereafter inspect the work at the time scheduled. Based on this inspection and on prior inspections, the Owner shall issue a “Warranty Repair List” of items to be corrected by the Contractor. The Contractor shall make the repairs and/or replacements listed within thirty (30) days of the issuance of the Warranty Repair List unless otherwise agreed by the Owner in writing.

ARTICLE 10: CHANGES IN THE WORK

10.1 Upon the request of the Owner or the Designer, the Contractor shall, within 15 days (sooner if necessary to avoid delays in work) and without cost to the Owner, submit to the Designer, in such form as the Designer may require, an accurate written Change Order Proposal for the cost of any proposed extra work or change. The estimate shall indicate the quantity in unit cost of each item of materials, and the numbers of hours of work and an hourly rate for each class of labor, as well as the description in amounts of all other costs sought by the Contractor and chargeable under the terms of this article. Unit labor costs for the installation of each item of materials shall be shown if required by the Designer. The Contractor shall promptly revise and resubmit such estimate if the Designer determines that it is not in compliance with the requirements of this article, or that it contains errors of fact or determines that it is not in compliance with the requirements of this article, or that it contains errors of fact or mathematical errors. If required by the Designer in order to establish the exact cost of the new work added or of previously required work omitted, the Contractor shall obtain and furnish to the Designer bona fide proposals from subcontractors and suppliers for furnishing any labor and material included in such work. Such estimates shall be furnished promptly so as to occasion no delay in the work and be furnished at the Contractor’s expense. The Contractor shall state in the estimate any extension of time required for the completion of the work if the change or extra work is ordered. Percentages for overhead and profit included in the proposal shall be in accordance with Paragraph 10.2.

10.1.2 Change Order Proposals shall be complete and definitive, and the amount of the adjustment in the Contract Sum and the Contract Time, if any, shall be stated in the proposal for all Work affected by the proposed Change. Once a Change Order is executed, the Contractor shall be required to perform all of the Work required therein (including incidental work and changes to related Work which may be required to complete the Change Order) in accordance with the Contract Documents, for the amounts stated in the Change Order.

10.1.3 Contractor’s requests for changes or substitutions shall be subject to the same requirements as change initiated by the Designer or Owner.

10.2 Where the value of work performed directly by the Contractor under a Change Order or a Construction Change Directive is determined by either a lump sum proposal or by actual cost of work as it progresses, the Contractor will be allowed an additional amount of five percent (5%) of the total cost of material and labor, as combined overhead, superintendence, and profit. Cost

of the work shall include the cost at prevailing rates for direct labor, material and use of equipment, plus the cost of workmen's compensation insurance, liability insurance, federal social security and Massachusetts unemployment compensation. Mark-up for overhead, superintendence, and profit shall include (and no additional payment shall be made for) general conditions, management, supervision, coordination, insurance, bonds, mobilization, record drawings, engineering/layout, small tools/computers, "tools of the trade," transit staging/scaffolding, lifting, hoisting, dumpster, handling, clean-up, temporary weather protection, temporary heat and utilities, shipping/receiving, administration, accounting, punch list, O & M manuals, estimator time, schedule updating, safety protection, certified payrolls, street sweeping, police barricades, signs, construction fences, and the like. Surcharges for subcontracted work, where required or permitted, shall be as follows: (a) To the Subcontractor or Sub-subcontractor performing the work, five percent (5%) of the total cost of labor and materials; (b) To payments made to a Sub-subcontractor, the Subcontractor will be allowed an additional five percent (5%); (c) To the total payment made to the Subcontractor, the Contractor will be allowed an additional five percent (5%) to cover increased overhead and profit; (d) On any changes involving the Contractor, application of the percentage allowed for the Contractor's overhead and profit; (e) No additional costs will be allowed of any lower tier of Subcontractors.

10.2.1 If deductions are ordered, the credit shall be computed as net cost.

10.2.2 The General Contractor shall not sublet any work under a Change Order or a Construction Change Directive unless work under the basic Contract of a similar type was previously subcontracted; and Subcontractors will not be allowed to further sublet any work under a Change Order unless the work under the basic Contract of a similar type was previously sublet by them, without the written approval and acceptance of the Owner.

10.2.3 All changes in the Work shall be in accordance with provisions of the M.G.L. c. 30, § 39I.

10.3 The Contractor agrees to perform all Work as directed by the Owner, and if the Owner or the Owner's Project Manager determines that certain Work that the Contractor believes to be or to warrant a Change Order under this Article does not represent a change in the Work, the Contractor shall perform said Work. The Contractor shall be deemed to have concurred with the Owner's or Owner's Project Manager's determination as aforesaid unless the Contractor shall perform Work under protest in compliance with the following subsections 10.3.1 and 10.3.2, below.

10.3.1 If the Contractor claims compensation for a change in the Work that is not deemed by the Owner or Owner's Project Manager to be a change or to warrant additional compensation as claimed by the Contractor, the Contractor shall on or before the first working day following the commencement of any such work or the sustaining of any such damage submit to the Designer, the Owner and the Owner's Project Manager a written statement of the nature of such work or claim. The Contractor shall not be entitled to additional compensation for any work performed or damage sustained for which written notice is not given within the time limit specified in the preceding sentence, even though similar in character to work or damage with respect to which notice is timely given.

10.3.2 On or before the second working day after the commencement of such work or the sustaining of such damage, and daily thereafter, the Contractor shall file to the extent possible with the Designer, the Owner and the Owner's Project Manager, itemized statements on forms reasonably acceptable to the Town of the details and costs of such work performed or damage sustained. If the Contractor shall fail to make such statements to the extent possible, then the Contractor shall not be entitled to additional compensation for any such work or damages

10.4 CHANGE ORDERS

10.4.1 A Change Order is a written instrument prepared by the Designer and signed by the Owner, Contractor and Designer stating their agreement upon all of the following: (a) the change in the Work; (b) the amount of the adjustment, if any, in the Contract Sum; and (c) the extent of the adjustment, if any, in the Contract Time.

10.4.2 As provided in M.G.L., c. 30, § 39P, whenever the Town, awarding authority, engineer or architect is requested to make a decision on interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work, he shall make that decision promptly and, in any event, no later than thirty days after the written submission for decision. However, if such decision requires extended investigation and study, the person making the decision shall, within thirty days after receipt of the submission, give the party making the decision written notice of the reasons why the decision cannot be made within the thirty day period and the date by which the decision will be made.

10.4.3 A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the Contract Sum and Contract Time.

10.4.4 M.G.L. c. 44, Sec. 31 C provides that no change order that results in additional cost shall be deemed to have been given until the accountant or other officer of the Town having similar duties has certified thereon that an appropriation in the amount of such order is available therefore; but such certificate shall not be construed as an admission by the Town of its liability to pay for such work; rather, such certification shall bar any defense by the Town on the grounds of insufficient appropriation.

10.5 CONSTRUCTION CHANGE DIRECTIVES

10.5.1 A Construction Change Directive is a written order prepared by the Designer or the Owner and signed by the Owner and Designer, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

10.5.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

10.5.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods: (a) mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation; (b) unit prices stated in the Contract Documents or subsequently agreed upon; (c) cost to be determined in a manner agreed upon by the parties and, if required or permitted, an additional amount or surcharge as provided in Section 10.2; or (d) As provided in Section 10.7.

10.5.4 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

10.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Designer, Owner, and Owner's Project Manager of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

10.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner, after obtaining the recommendation of the Designer shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for combined overhead, superintendence and profit as set forth in Section 10.2. In such case, and also under Section 10.5.3(d), the Contractor shall keep and present, in such form as the Designer may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 10.7 shall be limited to the following: (a) costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance; (b) costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed; and (c) rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others.

10.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Designer and agreed by the Owner. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change

10.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Designer will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Designer determines, in the Designer's professional judgment, to be reasonably justified. The Designer's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with this Contract Agreement.

10.10 When the Owner and Contractor agree with a determination made by the Designer concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Designer will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

10.11 Minor Changes in Work. The Designer has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Designer and shall be binding on the Owner and Contractor.

ARTICLE 11: NONPERFORMANCE

11.1 In the case of any default on the part of the Contractor with respect to any of the terms of this Agreement, the Town shall give written notice thereof, and if said default is not made good within such time as the Town shall specify in writing, the Town shall notify the Contractor in writing that there has been a breach of the Agreement and thereafter the Town shall have the right to secure the completion of the work remaining to be done on such terms and in such manner as the Town shall determine, and the Contractor shall pay for the completion of such work and reimburse the Town for all expenses incurred by reason of said breach. The Contractor in case of such breach shall be entitled to receive payment only for work completed satisfactorily prior to said breach, so long as the total paid hereunder does not exceed the Contract sum, and the amount of any balance due the Contractor shall be determined by the Town and certified to the Contractor. The Contractor shall reimburse the Town for the cost of additional services required by the Town in the case of a breach.

11.2 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to immediately correct such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have (including Termination in accordance with the Contract Documents), correct such deficiencies. In such case an appropriate Construction Change Directive shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Project Manager's and Designer's additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. In the event that the Contractor's failure to prosecute the Work causes (in the opinion of the Owner), a risk of harm to the public, the Owner shall have the right to carry out the Work without notice at the Contractor's cost and/or deduct such sums from monies due the Contractor.

11.3 If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required herein or fails to carry out Work in accordance with the Contract Documents, the Owner may in addition to any other remedy it may have herein, terminate in accordance with this Agreement or issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the

right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

ARTICLE 12: TERMINATION

12.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. Further, if the Contractor is adjudged a bankrupt, or if the Contractor makes a general assignment for the benefit of the Contractor's creditors, or if a receiver is appointed on account of the Contractor's insolvency, or if the Contractor consistently or repeatedly refuses or fails, excepting cases of which extension of time is appropriated, to supply enough properly skilled workmen or proper materials, or if the Contractor fails to make prompt payment to the Subcontractors of for materials or labor, or persistently disregards law, ordinances, rules, regulations, or orders of any public authority having jurisdiction or disregards an instruction, order or decision of the Designer, or otherwise is guilty of a substantial violation of any provision of the contract, then the Contractor shall be in default, and the Owner may, without prejudice to any other right or remedy and upon written notice to the Contractor, take possession of all materials, tools, appliances, equipment, construction equipment, and machinery and vehicles, offices and other facilities on the project site and all material intended for the work, wherever stored, and seven days after such notice may terminate the employment of the contract, accept assignment of any or all Subcontractor's contracts, and furnish the work by whatever method the Owner may deem expedient. The Owner shall be entitled to collect from the Contractor all direct, indirect, consequential damages suffered by the Owner of behalf of the Contractor's defaults, including without limitations additional services and expenses of the Designer, the Designer's consultants, and/or the Owner's Project Manager made necessary thereby. The Owner shall be entitled to hold all amounts due to Contractor at the date of termination until all of the Owner's damages have been established, and to apply such amounts to such damages.

12.1.2 The Owner shall incur no liability by reason of such termination.

12.2 Upon receipt of written notice from the Owner of termination for the Owner's convenience, the Contractor shall: (a) cease operations as directed by the Owner in the notice; (b) take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and (c) except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

12.3 In case of termination for the Owner's convenience, the Contractor shall be entitled to receive payment only for work executed and to the extent approved and to the extent recommended by the Designer and approved by the Owner. Contractor waives all claims for damages, including loss of anticipated overhead recovery or profits, on account of such termination. The payments provided for herein shall be Contractor's sole rights and remedy in the event of termination for convenience or for cause. Provisions of the Contract Documents that by their nature survive final acceptance of the Work shall remain in full force and effect after such termination to the extent therein provided.

12.4 The Contractor shall not be relieved of liability to the Owner by virtue of any termination of this Contract, and any claim for damages against the Contractor relating to the Contractor's performance under this Contract shall survive any termination hereunder.

ARTICLE 13: SUBCONTRACTING

13.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner and the Designer through the Owner's Project Manager the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Designer may reply within 14 days to the Contractor in writing stating (1) whether the Owner, Owner's Project Manager, or the Designer has reasonable objection to any such proposed person or entity or (2) that the Designer requires additional time for review. Failure of the Owner, Owner's Project Manager, or Designer to reply within the 14-day period shall constitute notice of no reasonable objection.

13.2 The Contractor shall not contract with a proposed person or entity to whom the Owner, Owner's Project Manager, or Designer has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

13.3 If the Owner, Owner's Project Manager, or Designer has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Designer has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

13.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner, Owner's Project Manager, or Designer makes reasonable objection to such substitution.

13.5 The provisions of Sections 12.1 through 12.4 shall not apply to the designated filed Sub-Bidders under this Contract. Such Subcontracts shall be in accordance with Chapter 149, Sections 44A through 44I inclusive of the General Laws of Massachusetts as amended.

13.6 The subcontract for Filed Sub-Bidders shall be the FORM FOR SUBCONTRACT included in the Contract Documents or, if not published with these specifications, it shall be the form and language established by Chapter 149 of the Massachusetts General Laws.

13.7 By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner,

Owner's Project Manager, and Designer. Each subcontract agreement shall preserve and protect the rights of the Owner, Owner's Project Manager, and Designer under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

13.7.1 Unless the Owner agrees otherwise, all Subcontracts shall be consistent with the form of Subcontract approved in advance by the Owner. The Subcontract shall include the following terms: (a) Work to be performed pursuant to the Subcontract shall be in accordance with the Contract Documents; (b) as a condition for payment under the Subcontract, the Subcontractor shall submit to the Contractor of a request for payment and partial waivers of lien within a time frame which will allow the Contractor to request such payment from the Owner; (c) the Subcontractor shall carry and maintain liability insurance in accordance with the Contract Documents; and (d) the Subcontractor and its sub-subcontractors shall furnish final releases and full waivers of mechanic's liens in form satisfactory to Owner.

13.8 If any lien or encumbrance on account of the Work is filed by any Subcontractor or sub-subcontractor of any tier, the Contractor shall (a) upon receiving notice of such filing, immediately give notice thereof to the Owner, (b) if such lien is not the result of the Owner's failure to make payment to the Contractor hereunder, either discharge the lien of record by bonding or otherwise or cause the responsible Subcontractor or supplier to discharge the lien by bonding or otherwise in accordance with the terms of the applicable Subcontract, in either case within ten (10) business days of the receipt of notice of the filing of such lien.

ARTICLE 14: CONSTRUCTION BY OWNER UNDER SEPARATE CONTRACTS

14.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site.

14.1.1 The Owner may award other contracts for additional work. The Contractor shall cooperate fully with other contractors, afford other contractors reasonable opportunity for the introduction and storage of their material and the execution of their work, and carefully fit its own work to that of other contracts as may be directed by the Contracting Officer. The Contractor shall not commit or permit any acts which will interfere with the performance of work by any other contractor.

14.1.2 If such separate Contractor sues or initiates an arbitration proceeding against the Owner on account of any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor, who shall defend such proceedings at the Owner's expense, and if any judgment or award against the Owner arises therefrom the Contractor shall pay or satisfy it and shall reimburse the Owner for all attorney's fees and court or arbitration costs which the Owner has incurred.

14.1.3 The Owner reserves the right to access any part of the Project at any time to install other Work, either with its own forces or with separate contractors hired by the Owner. Such access is not to be construed as partial occupancy by the Owner. The Contractor shall permit the Owner to place and install furniture, equipment and other acceptance of the Work or any portion thereof.

14.1.4 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

14.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Designer apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

14.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction.

14.4 The Contractor shall promptly remedy damage the Contractor causes to completed or partially completed construction or to property of the Owner or separate contractors.

15. NOTICE

15.1 All notices required to be given under this Agreement shall be given in writing and shall be effective upon receipt by hand delivery or certified mail to:

The Town of Reading: Matt Kraunelis
Town Manager
16 Lowell Street
Reading, MA 01867

The Contractor: Name Mark Gaboury
Title Vice President
Company Modulease Corporation
Address 212 Mt. Hope Street, North Attleboro, MA. 02760

ARTICLE 16: INSURANCE AND WORKER'S COMPENSATION

16.1 The Contractor shall purchase and maintain insurance of the type and limits listed in this Article with respect to the operations as well as the completed operations of this Contract. This insurance shall be provided at the Contractor's expense and shall be in full force and effect for the full term of the Contract or for such longer period as this Article requires.

16.1.1 All policies shall be written on an occurrence basis and be issued by companies lawfully authorized to write that type of insurance under the laws of the Commonwealth with a financial strength rating of A- or better as assigned by AM Best Company, or an equivalent rating assigned by a similar rating agency acceptable to the Owner, or otherwise acceptable to the Owner.

16.1.2 The Contractor shall file a certificate of insurance one certified complete copy of all policies and endorsements with the Owner prior to execution of this Contract Agreement. If the Owner is damaged by the Contractor's failure to maintain such insurance and to comply with the terms of this Article, then the Contractor shall be responsible for all costs and damages to the Owner attributable thereto.

16.1.3 Termination, cancellation, or material modification of any insurance required by this Contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given to the Owner at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

16.1.4 The Contractor is responsible for the payment of any and all deductibles under all of the insurance required below. The Awarding Authority shall not in any instance be responsible for the payment of deductibles, self-insured retentions, or any portion thereof.

16.2 The Contractor shall obtain and maintain the following types of insurance in the amounts provided below:

16.2.1 Commonwealth of Massachusetts Statutory Worker's Compensation and other benefits as required under the General Laws of Massachusetts: \$500,000/\$500,000/\$500,000.

16.2.2 Broad form Commercial General Liability, written on a "per occurrence" basis with an aggregate cap no less than three (3) times the required limit: \$1,000,000 C.S.L. Products/Completed Operations insurance shall be maintained for a minimum period of three (3) years after final payment, and the Contractor shall continue to provide evidence of such coverage to Owner on an annual basis during the aforementioned period. Property Damage Liability shall include coverage for X-C-U hazard of explosion, collapse, and damage to underground property.

16.2.3 Umbrella or Excess Liability coverage following form of underlying General, Automobile and Employers' Liability Coverage: Minimum of \$5,000,000 C.S.L. over primary insurance. No more than \$10,000 Retention.

16.2.4 Comprehensive Automobile Liability covering owned, non-owned, and hired or borrowed vehicles: \$1,000,000 C.S.L.

16.3 The above insurance policies shall also be subject to the following requirements:

16.3.1 Whenever applicable, including, but not limited to Contractor's Broad Form General Liability Insurance, all insurance coverage shall be on an "occurrence basis" and not a "claims-made basis".

16.3.2 The Owner (including its officials, employees, agents and representatives) shall be named as additional insured on Contractor's General Liability, Automobile Liability and Umbrella or Excess Liability Insurance Policies.

16.4 Neither the Owner's nor the Owner's Project Manager's authority to review certificates and policies of insurance, nor their decision to raise or not to raise any objections about those certificates and policies, shall in any way give rise to any duty or responsibility on the part of the Owner or the Owner's Project Manager to exercise this authority for the benefit of the Contractor, any Subcontractor, Sub-subcontractor, or Supplier, or any other party.

16.5 The Contractor's liability insurance shall remain in effect until the end of the Correction period as defined in the Contract Documents, and at all times after that when the Contractor may be correcting, removing or replacing defective Work. The Completed Operations insurance shall be maintained for three (3) years after Final Payment.

16.6 Insufficient insurance shall not release the Contractor from any liability for breach of its obligations under this Agreement.

16.7 The Contractor shall be responsible for procuring at its sole cost property insurance covering portions of the Work stored off the site or in transit.

ARTICLE 17: PERFORMANCE AND PAYMENT BONDS

17.1 In accordance with M.G.L. c. 149, § 44E, prior to execution of a contract pursuant to this section, the Contractor shall furnish to the Town a payment bond and a performance bond of a surety company qualified to issue bonds in the Commonwealth and satisfactory to the Town each in the sum of the contract price. These bonds shall (a) guarantee the faithful performance by the Contractor of all its obligations under this contract and (b) constitute the security required by M.G.L. c. 149, § 29 and M.G.L. c. 30, § 39A, as amended, for payment by the Contractor or its subcontractors used or employed in connection with the contract. Each bond shall incorporate by reference the terms of this contract. These bonds shall remain in full force and effect for at least one year after the project's completion, and longer if required to cover guarantees and/or pending claims.

17.2 It is distinctly agreed and understood that any changes made in the drawings and specifications for this work, whether such changes increase or decrease the amount of work required, or any change in the manner or time of payments made by the Town to the Contractor, shall in no way void, release or affect the liability and surety on the bond given by the Contractor

17.3 If the surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in Massachusetts, the Contractor shall within twenty (20) days thereafter substitute another bond due until the new surety or sureties have furnished an acceptable bond to the Owner.

ARTICLE 18: MISCELLANEOUS PROVISIONS

17.1 Clerk's Certificate (Corporation). If the Contractor is a corporation, it shall endorse upon the contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the contract is executed by the Contractor.

18.2 Foreign Corporation. The Contractor, if a foreign corporation, shall comply M.G.L. c. 30, § 39L.

18.3 Municipal Prerequisites. This contract shall not be enforceable against the Town unless and until the Contractor complies with this section. This contract is only binding upon, and enforceable against the Town if: (a) the contract is signed by the Town of Reading or its designee; and (b) endorsed with approval by the Town Accountant as to appropriation or availability of funds.

18.4 Subject to Appropriation. The obligations of the Town hereunder shall be subject to appropriation on a fiscal year basis. In the absence of appropriation, this agreement shall be terminated immediately without liability of the Town for damages, lost profits, penalties, or other charges arising from early termination.

18.5 CONFLICT OF INTEREST. Both the Town and the Contractor stipulate to the applicability of the State Conflict of Interest Law (M.G.L. c. 268A), and this contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated its applicability to the performance of this contract; and by executing the contract documents the Contractor certifies to the Town that neither it nor its agents, employees or subcontractors are thereby in violation of M.G.L. c. 268A.

18.5.1 The Contractor warrants that it has complied with all provisions of law regarding the award of this contract and that it, or its employees, agents, officers, directors or trustees have not offered or attempted to offer anything of any value to any official or employee of the Town in connection with this Contract.

18.5.2 The Contractor further warrants that no official or employee of the Town including unpaid members of Town boards and commissions, serves as an officer, director, trustee or employee of the Contractor, and that no official or employee of the Town has or will have a direct or indirect financial interest in this Contract.

18.5.3 The Contractor shall not during the term of this Contract hire or employ on either a full-time or part-time basis any person or persons employed by the Town.

18.5.4 Violation of this Article shall be a material breach of this contract and shall be grounds for immediate termination of this contract by the Town without regard to any enforcement activities undertaken or contemplated by any enforcement agency. Termination of this contract

pursuant to this Article shall not waive any claims for damages the Town may have against the Contractor resulting from the Contractor's violation of the terms of this Article.

18.6 Assignment or Transfer of Contract. The Contractor shall not sell, transfer, assign by power of attorney or otherwise, sublet, or otherwise dispose of the work or any part thereof, without the previous written consent of the Town by its Contracting Officer. Nor shall the Contractor either legally or equitably assign any of the moneys payable under this Contract or any claim thereto unless by and with like written consent on the part of the Contracting Officer and the Town Treasurer.

18.7 Record Keeping and Management Controls. The Contractor shall comply with M.G.L. c. 30, § 39R.

18.8 Non-Discrimination. The Contractor shall not discriminate on grounds of race, color, religious creed, national origin, age or sex in employment practices, in the selection or retention of sub-contractors, the procurement of material and rental of equipment, employment decisions or in any aspect of the performance of this contract. The Contractor shall also comply with all applicable laws and regulations pertaining to non-discrimination. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, each potential subcontractor shall be notified by the Contractor of the Contractor's obligations under this contract relative to non-discrimination and it shall be a term of each contract with a subcontractor in connection with the performance of this work under this Agreement, that the subcontractor be bound to non-discrimination and equal opportunity requirements equivalent to the obligations of the Contractor hereunder.

18.9 Reserve Police Officer. In accordance with M.G.L. c. 149, § 34B, the Contractor shall pay to any reserve police officer employed by it the prevailing wage paid to regular police officers.

18.10 Severability. If any provision of this Contract is held invalid by any court or body of competent jurisdiction, the remainder of this Contract shall remain in full force and effect.

18.11 Headings. The section headings in this Contract are for convenience and reference only and in no way define or limit the scope or content of this contract or in any way affect its provisions.

18.12 Liability of Public Officials. To the fullest extent permitted by law, no official, employee, agent, or representative of the Town shall be individually or personally liable on any obligation of the Town under this contract.

18.13 Independent Contractor. The Contractor is not an employee or agent of the Town, but is an independent contractor.

18.13 Certification of Non-Debarment. By execution of this Contract, the Contractor, pursuant to Section 29F of Chapter 29 of the Massachusetts General Laws, certifies under the penalties of perjury that it is not presently debarred or suspended from doing public construction

work in the Commonwealth of Massachusetts pursuant to said section, or any applicable debarment or suspension provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

18.14 **Governing Law.** This Agreement and performance hereunder are governed in all respects by the laws of the Commonwealth of Massachusetts and all other applicable Town by-laws and administrative rules, regulations and orders.

ARTICLE 19: WARRANTY

19.1 The Contractor warrants that the materials and equipment furnished under the contract will be new and of recent manufacture and that all Work will be of good quality, free from faults and defect, and in conformance with the Contract Documents. If required by the Designer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

19.1.1 Materials, supplies, or equipment to be incorporated into the Work shall not be purchased by the Contractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. All materials are to be of the best and finest quality of their several kinds.

19.1.2 The Contractor guarantees and warrants to the Owner that all labor furnished under this Contract will be competent to perform the tasks undertaken that the product of such labor will yield only first-class results.

19.1.3 The Contractor shall be solely responsible for determining that all materials furnished for the Work meet all of the requirements of the Contract Documents. The Designer or Owner may require the Contractor to produce reasonable evidence that a material meets such requirements, such as certified reports of past tests by qualified testing laboratories, reports of studies by qualified experts, or other evidence which, in the opinion of the Designer, would lead to a reasonable certainty that any material used or proposed to be used, and the work meets the requirements of the Contract Documents all such data shall be furnished at the Contractor's expense. This provision shall not require the Contractor to pay for periodic testing of different batches of the same material, unless such testing is specifically required by the Contract Documents to be performed at the Contractor's expense.

19.2 The warranties provided in this Section 18 shall be in addition to and not in limitation of any warranty required by the Contract Documents or otherwise described by law.

19.3 The Contractor shall secure and deliver to the Designer, no later than the date claimed by the Contractor as the date of final completion, all special warranties required by the Contract Documents. Delivery by the Contractor shall constitute the Contractor's guarantee to the Owner that the warranty will be performed in accordance with its terms and conditions.

19.4 All warranties and guarantees shall commence on the date of Final Completion. Warranties and guarantees shall extend for a minimum of one (1) year. Notwithstanding the foregoing, any special warranties, as defined by the Designer, required by the Contract

Documents or manufacturers’ standard warranties, extending longer than one (1) year, shall remain in effect for the full warranty period.

19.5 All warranties and guarantees required in the various Sections of the Specifications which originate with a Subcontractor or Manufacturer must be delivered to the Owner before final payment to the Contractor may be made for the amount of that sub trade or for the phase of work to which the guarantee or warranty relates. The failure to deliver a required guarantee or warranty shall be held to constitute a failure of the Subcontractor to fully complete his work in accordance with the Contract Documents. The Contractor’s obligation to correct work is in addition to, and not in substitution of, such guarantees or warranties as may be required in the various Sections of the Specifications. 19.6 If, within any guarantee period, repairs or changes are required in connection with guaranteed work, which in the opinion of the Owner is rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Contract, the Contractor shall, promptly upon receipt of notice from the Owner and at his own expense: (a) place in satisfactory condition in every particular all of such guaranteed work, correct all defect therein; (b) repair all damage to the site, or equipment or contents thereof, which in the opinion of the Owner is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Contract; and (c) repair good any work or material, or the equipment or site, which is disturbed in fulfilling any such guarantee.

19.7 The Contractor’s obligations contained in this Section 18 shall survive termination of the Contract.

ARTICLE 20: PROTECTION OF WORKS AND PROPERTY

20.1 The Contractor shall at all times safely guard the Owner’s property from injury or loss in connection with this Contract. The Contractor shall at all times safely guard, and protect his own work, and that of adjacent property from damage. All passageways, guard fences, lights and other facilities required for protection by State or Municipal laws and regulations and local conditions, must be provided and maintained.

ARTICLE 21: WEATHER PROTECTION

21.1 As required by M.G.L. c. 149, § 44F, the Contractor shall provide weather protection to the site, materials and all of the Owner’s property during the winter months.

ARTICLE 22: OWNERSHIP OF DOCUMENTS

22.1 Upon completion of the final payment to the Contractor, the Owner shall be the owner of all plans, specifications, electronic data and computations created by the Contractor that relate to this Agreement.

800282545

Social Security Number or Federal
Identification Number

Contractor

Mark Gaboury
By _____
Corporation Officer or Authorized
Representative

In WITNESS WHEREOF the parties have here to set have executed THREE (3) copies of this agreement that day and year first written above.

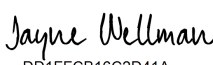
Contractor:

Signed by:

 69A5C059775D4E5...

By* Mark Gaboury VP - Owner
 (Name) (Title)

OWNER:

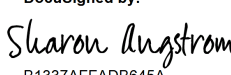
DocuSigned by:

 DD1FFCB16C2D41A... Assistant Town Manager 06/17/2025

(Matt Kraunelis, Town Manager)

** My signature above certifies that I am duly authorized, or that I have attached a signed Certificate of Vote from my Board of Directors giving me authority to sign this contract.*

This is to certify that the funds have been appropriated or otherwise reserved by the Town for the purposes set forth in the Contract herein.

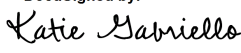
A/C#: 50168582-582022

DocuSigned by:

 B4337AEFADB645A...

6/16/2025

Town Accountant

Date

DocuSigned by:

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CERTIFICATE OF AUTHORITY - CORPORATION

At a duly authorized meeting of the Board of Directors of the _____
(Name of Corporation)
held on _____ at which all the Directors were present or waived notice, it was voted
(Date)
that _____
(Name) (Officer/Title)
of this company be and he hereby is authorized to execute contracts and bonds in the name and behalf of said
company, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this
company's name on its behalf of such _____ under
(Officer)
seal of the company, shall be valid and binding upon this company.

A TRUE COPY, ATTEST: _____
(Signature/Title)
Place of Business: _____

I hereby certify that I am the _____ of the _____
(Title) (Name of Corporation)
that _____ is duly elected _____
(Officer, Name) (Title)
of said company, and the above vote has not been amended or rescinded and remains in full force and effect as
of the date of this contract.

_____	_____
Full Legal Name of Business	Telephone Number
_____	_____
State of Incorporation*	Principal Place of Business
_____	_____
Qualified in Massachusetts	Place of Business in Massachusetts

Signature	

*If state of incorporation is Massachusetts, insert MASSACHUSETTS on State of Incorporation line and
disregard other parts of the form.

(Affix Corporate Seal)

WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

In accordance with M.G.L. c. 149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form is available from the Department of Labor Standards (DLS) at www.mass.gov/dols/pw and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

On a weekly basis, every contractor and subcontractor is required to submit a certified copy of their weekly payroll records to the awarding authority; this includes the payroll forms and the Statement of Compliance form. The certified payroll records must be submitted either by regular mail or by e-mail to the awarding authority. Once collected, the awarding authority is required to preserve those records for three years from the date of completion of the project.

Each such contractor and subcontractor shall furnish weekly and within 15 days after completion of its portion of the work, to the awarding authority directly by first-class mail or e-mail, a statement, executed by the contractor, subcontractor or by any authorized officer thereof who supervised the payment of wages, this form, accompanied by their payroll:

STATEMENT OF COMPLIANCE

_____, 20____

I, _____, _____
 (Name of signatory party) (Title)

do hereby state: That I pay or supervise the payment of the persons employed by

_____ on the _____
 (Contractor, subcontractor or public body) (Building or project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.

Signature _____ Title _____



**THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
Department of Criminal Justice Information Services**
200 Arlington Street, Suite 2200, Chelsea, MA 02150
TEL: 617-660-4640 | TTY: 617-660-4606
MASS.GOV/CJIS



**This will be required
once a Bidder is
under Contract.**

Criminal Offender Record Information (CORI) Personal Request Form

If you have a valid Massachusetts I.D. or driver's license, you may submit your CORI request online at Mass.gov/CJIS. This form is only to be used to request **your own personal CORI information**. In Massachusetts, it is illegal for an employer or any other entity to require someone to provide a copy of his/her personal CORI.

A money order or bank issued Cashier's or Treasurer's check in the amount of **\$25.00 made out to the Commonwealth of Massachusetts** must be submitted with this form. Please note that these are the only acceptable forms of payment. **Do not send cash, personal checks, or business checks.** This form, along with payment or indigency waiver, must be mailed to the address above, **Attn: CORI Unit.**

REQUEST INFORMATION

* Are you submitting an indigency waiver? ☐ Yes ☐ No

Please note: You will need to submit an indigency waiver if you are indigent. The indigency waiver form can be found at https://www.mass.gov/files/documents/2017/09/19/affidavit-of-indigency_0.pdf

Requestor Details

Please type or print clearly. Items marked with an asterisk (*) MUST be completed.

* First Name: _____ Middle Initial: _____

* Last Name: _____ Suffix (Jr., Sr., etc): _____

* Date of Birth (MM/DD/YYYY): _____ Probation Central File (PCF) Number(s) (if known): _____

* Last **SIX** digits of your Social Security Number: ____ -- ____ ☐ I do not have a Social Security Number

Father's First Name: _____ Father's Last Name: _____

Mother's First Name: _____ Mother's Last Name: _____

☐ Please check this box if you would **ALSO** like to request your personal CORI with your former last name(s):

Former Last Name 1: _____

Former Last Name 2: _____

Former Last Name 3: _____

Former Last Name 4: _____

Mailing Address

* Street Address: _____

Apt. # or Suite: _____ *City: _____ *State: _____ *Zip: _____

Personal Phone Number: _____

Email Address: _____

*****PLEASE NOTE: If you are requesting your CORI for immigration purposes, and you have additional paperwork regarding the names requested, please attach a copy of the paperwork to this form.*****



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
Department of Criminal Justice Information Services
200 Arlington Street, Suite 2200, Chelsea, MA 02150
TEL: 617-660-4640 | TTY: 617-660-4606
MASS.GOV/CJIS



Personal CORI Request Authorization

I hereby swear, under penalties of perjury, that the information I have provided above is true to the best of my knowledge and belief.

Signature of Individual Authorizing CORI Request

Date

Authentication of Signature

Please note that ALL fields in this section must be completed by the Notary Public. This section does not need to be completed if you are currently incarcerated; please proceed to the next section.

On this ____ day of _____, 20____, before me, the undersigned Notary Public, personally appeared _____ (name of CORI requestor) and proved to me through satisfactory evidence of identification, which was _____ (Ex: Driver's license, passport, etc.), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose.

Signature of Notary Public (Notary stamp or seal is also required)

Date my Commission expires

Correctional Facility Information

If you are currently incarcerated, a correctional facility official MUST complete the following section.

Name and rank of Correctional Facility Official (Please print.)

Phone Number

Address of Correctional Facility

Signature of Correctional Facility Official

Date

Terms and Conditions

By submitting a request for CORI using this form, the Requestor agrees to be bound by these terms and conditions and any and all other guidelines, disclaimers, rules, and privacy statements within this agreement, collectively referred to as "Terms and Conditions." All Terms and Conditions contained herein apply only to obtaining information from the DCJIS.

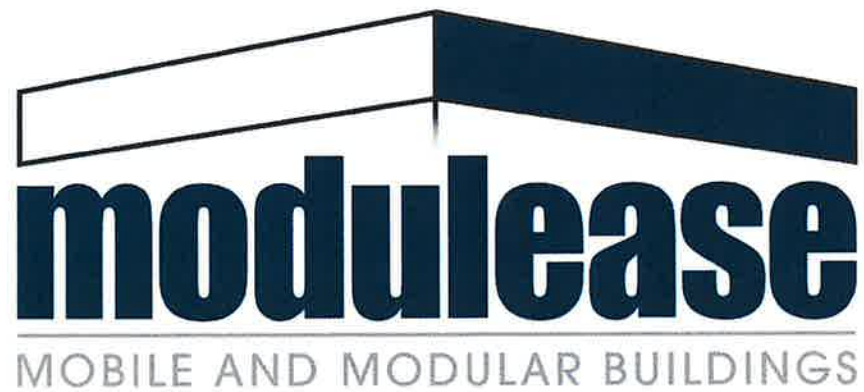
1. As referenced in these terms and conditions, the terms below shall have the following meanings:
 - a. CRA: Consumer Reporting Agency
 - b. CRRB: The Criminal Record Review Board
 - c. CORI: Criminal Offender Record Information
 - d. DCJIS: The Massachusetts Department of Criminal Justice Information Services
 - e. iCORI service: The internet-based service used to request and obtain CORI and self audits.
 - f. Requestor: A registered user of the iCORI service and any additional authorized users for the requestor's account. Requestor, as used in these terms, also includes Consumer Reporting Agency requestors. Requestor, as used in these terms, also includes any individual who requests or obtains CORI or a self-audit report from DCJIS using a paper form.
2. Obtaining CORI from DCJIS by using this form is subject to Massachusetts General Law and to Federal law, including, but not limited to, M.G.L. c.6, §§ 167-178B (the CORI Law), M.G.L. c. 66, § 10 (the Public Records Law), M.G.L. c. 266, § 120F (Unauthorized use of a computer), and any current or future laws applicable to the use of computer systems or personal information. The penalties for violations of these laws include both civil and criminal penalties.
3. A requestor may only request the level of CORI access authorized by statute or the DCJIS for the type of request being submitted. A requestor who submits a CORI request using an access level higher than that authorized for the type of request being submitted will be in violation of the CORI law and DCJIS regulations and may be subject to both civil and criminal penalties.
4. An individual or entity who knowingly requests, obtains, or attempts to obtain CORI or a self-audit from the DCJIS under false pretenses, or who knowingly communicates, or attempts to communicate, CORI to any individual or entity except in accordance with the CORI law and DCJIS regulations, or who knowingly falsifies CORI or any records relating thereto, or who requests or requires a person to provide a copy of his or her CORI except as authorized pursuant to M.G.L. c. 6, § 172, shall, for each offense, be punished by imprisonment in a jail or house of correction for not more than one year or by a fine of not more than \$5,000.00. In the case of an entity that is not a natural person, the amount of the fine may not be more than \$50,000.00. In the case of such a violation involving juvenile delinquency records, an individual or entity shall, for each offense, be punished by imprisonment in a jail or house of correction for not more than one year or by a fine of not more than \$7,500.00. In the case of an entity that is not a natural person, the amount of the fine may not be more than \$75,000.00.
5. Neither the DCJIS nor the CRRB shall be liable in any civil or criminal action due to any CORI or self-audit report that is disseminated by the DCJIS or the CRRB, including any information that is false, inaccurate, or incorrect, because it was erroneously entered by the court or the Office of the Commissioner of Probation.

6. CORI results are based on an exact match of the information provided by the requestor to information as it appears in the CORI database. Requestors are responsible for providing accurate information for the subject requested. In addition, it is the requestor's responsibility to compare the CORI or self-audit results received from the iCORI service to the subject's personal identifying information to ensure that the results match this information. The DCJIS is not liable for any errors or omissions in the CORI results based on a requestor's submission of inaccurate, incorrect, or incomplete subject information. Furthermore, NO REFUNDS of CORI fees will be provided because of data entry errors or other errors or omissions made by the requestor.
7. Each requestor who submits 5 or more background checks annually must have a written CORI policy. Each requestor is responsible for adopting its own CORI policy. The DCJIS publishes a model CORI policy on its website that may be adopted for use by requestors. If this requirement applies to a requestor, the requestor agrees that at the time of submission of any CORI request, it has adopted a CORI policy.
8. The requestor agrees that he/she has reviewed and understands all training materials regarding the CORI process and CORI requirements available from the DCJIS. Requestors are solely responsible for reviewing and understanding the training materials provided by the DCJIS.
9. Requestors who seek to receive the standard or required level of access to CORI for employment, housing, licensing, or volunteer purposes must ensure that the following are completed prior to submitting a CORI request:
 - a. Completion of a CORI Acknowledgement Form for each subject to be checked;
 - b. Verification of the identity of the subject using an acceptable form of government identification; issue
 - c. Obtaining the subject's signature on the CORI Acknowledgement Form;
 - d. Signing and dating the CORI Acknowledgement Form certifying that the subject was properly identified; and
 - e. Confirming that the requestor is in compliance with all applicable laws and regulations.
10. All requestors, including those that request CORI through a CRA, must comply with 803 C.M.R. 2.00 and, if applicable, 803 C.M.R. 5.00. In addition, CRAs are also responsible for ensuring compliance with the Fair Credit Reporting Act and with DCJIS regulation 803 CMR 11.00.
11. A requestor that uses CORI to commit a crime against, or to harass, another individual is subject to the criminal penalties set forth in M.G.L. c. 6, §178 ½, including imprisonment in a jail or house of correction for not more than one year and a fine of not more than \$5,000.00. The DCJIS and the CRRB disclaim any liability for the improper use or dissemination of information obtained through the iCORI service.
12. Requestors are subject to audit at any time by the DCJIS and may be asked to produce documentation to demonstrate compliance with these provisions and with DCJIS regulations (803 CMR 2.00-11.00 et seq.).

13. No information obtained from the iCORI service or from DCJIS personnel regarding use of the iCORI service shall be construed as legal advice.
14. The DCJIS reserves the right to alter, amend, or discontinue any feature of the iCORI service or the conditions of its use at any time. Any such changes will be announced on the iCORI service and/or the DCJIS website in advance. The user is subject to the terms of use in effect at the time of his/her agreement. The DCJIS and the CRRB shall not be liable for any damages associated with use of this site.
15. These Terms and Conditions are governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts and the laws of the United States, without giving effect to any principles of conflicts of law. If any provision of these Terms and Conditions is determined to be unlawful, void, or for any reason unenforceable, then that provision shall be considered void. The remaining provisions shall remain valid and enforceable.
16. By submitting a request for CORI to the DCJIS, I affirm that I have read and understand these Terms and Conditions. Further, I acknowledge, agree to, and am bound by, these Terms and Conditions, as well as by M.G.L. c. 6, §§ 167-178B, inclusive, and 803 CMR 2.00-11.00, inclusive.

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WE PROVIDE HIGH QUALITY, FLEXIBLE AND COST-EFFECTIVE MODULAR BUILDINGS.



PROJECT PROPOSAL

Town of Reading
Modular Relocation
Project #25-19
PRICE PROPOSAL

moduleaseusa.com

GIENAPP ARCHITECTS
ISSUED FOR BID
March 26, 2025

TOWN OF READING
Modular Relocation
Project #25-19

**DOCUMENT 00 4100
FORM OF GENERAL BID**

TO THE AWARDING AUTHORITY

A. The Undersigned proposes to furnish all labor and materials required for the project *Killam Modulares Relocation* in accordance with the accompanying plans and specifications prepared by Gienapp Architects, LLC for the contract price specified below, subject to additions and deductions according to the terms of the specifications.

B. This bid includes addenda numbered: 1, 2, 3

C. The proposed contract price, without alternates, is:

\$ 650,000 (Written in numbers)

Six Hundred and Fifty Thousand dollars (Written in words)

For alternate No. 1 Add \$ — Subtract \$ —

For alternate No. 2 Add \$ — Subtract \$ —

For alternate No. 3 Add \$ — Subtract \$ —

[See attached 'Unit Price Proposal Sheet' for unit prices.]

D. Filed Sub-Bids as follows:

ITEM 1: The work of the General Contractor, being all work other than that covered by Item 2:

\$ 714,400 written in Numbers

(Seven Hundred Fourteen Thousand Four Hundred dollars) written in Words

ITEM 2: Sub-bids as follows:

<u>Sub-Trade</u>	<u>Name of Sub Bidder</u>	<u>Amount</u>	<u>Bond Required "Yes" or "No"</u>
------------------	---------------------------	---------------	--

<u>Electrical</u>	<u>Your Electrical Solutions</u>	\$ <u>64,400</u>	<u>—</u>
-------------------	----------------------------------	------------------	----------

TOTAL OF ITEM 2 \$ 64,400

The undersigned agrees that each of the above named sub-bidders will be used for the work indicated at the amount stated, unless a substitution is made. The undersigned further agrees to pay the premiums for the performance and payment bonds furnished by sub-bidders as requested herein and that all of the cost of all such premiums is included in the amount set forth in Item 1 of this bid.

E. The undersigned agrees that if he is selected as General Contractor, he will promptly confer with the Awarding Authority on the question of sub-bidders; and that the Awarding Authority may substitute for any sub-bid listed above a sub-bid filed with the Awarding Authority by another sub-bidder for the sub-trade against whose standing an ability the undersigned makes no objection; and that the undersigned will use all such finally selected sub-bidders at the amounts named in their respective sub-bids and be in every way

GIENAPP ARCHITECTS
ISSUED FOR BID
March 26, 2025

TOWN OF READING
Modular Relocation
Project #25-19

as responsible for them and their work as if they had been originally named in this general bid, the total contract price being adjusted to conform thereto.

The undersigned agrees that, if he/she is selected as General Contractor, he/she will within five (5) days, Saturdays, and Sundays and legal holidays excluded, after presentation thereof by the Awarding Authority, execute a contract in accordance with the terms of this bid and furnish a Performance Bond and also a Labor and Material or Payment Bond, each of a surety company qualified to do business under the Laws of the Commonwealth and satisfactory to the Awarding Authority and each in the sum of the contract price, the premiums for which are to be paid by the General Contractor and are included in the contract price.

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to Awards made subject to Section 44A.

The undersigned hereby certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated there under.

Date: 5/5/25

Modulease Corp.
(Name of General Bidder)

By: Mark Gaboury
(Name of Person Signing Bid and Title)

212 Mount Hope St.
(Business Address)

N. Attleboro, MA 02760
(City, State and Zip Code)

Note: If the Bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal. If a partnership, give full names and residential addresses of all general partners if different from business addresses.

TOWN OF READING
CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, joint venture, partnership, corporation, union, committee, club, or other organization, entity, business, group of individuals or legal entity.

Mark Gabory
(Signature of Person Signing)

Mark Gabory
(Printed Name of Person Signing)

Modulease Corp.
(Name of business)

5/5/25
Date

DEBARMENT STATEMENT

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Bidder certifies under pains and penalties of perjury, that neither I nor any principal(s) of the Company identified below:

(a) ☐ Are ☒ are not

presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) ☐ Have ☒ have not

within a three-year period preceding award of this consulting agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) ☐ Are ☒ are not

presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in Paragraph (b) above; and

(d) ☐ Have ☒ have not

within a three-year period preceding award of this consulting agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.

Mark Gabovny
Signature

5/5/25
Date

Modulcase Corp.
Company Name

Mark Gabovny
Typed or Printed Name of Signor

TOWN OF READING
TAX COMPLIANCE CERTIFICATE

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Linda Prewandowski

Printed name of person signing

Linda Prewandowski

Signature of person signing

Modulase Corporation

Name of business

80-0282545

*Social Security Number or Federal
Identification Number

5.5.2025

Date

*Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

In accordance with M.G.L. c. 149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form is available from the Department of Labor Standards (DLS) at www.mass.gov/dols/pw and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

On a weekly basis, every contractor and subcontractor is required to submit a certified copy of their weekly payroll records to the awarding authority; this includes the payroll forms and the Statement of Compliance form. The certified payroll records must be submitted either by regular mail or by e-mail to the awarding authority. Once collected, the awarding authority is required to preserve those records for three years from the date of completion of the project.

Each such contractor and subcontractor shall furnish weekly and within 15 days after completion of its portion of the work, to the awarding authority directly by first-class mail or e-mail, a statement, executed by the contractor, subcontractor or by any authorized officer thereof who supervised the payment of wages, this form, accompanied by their payroll:

STATEMENT OF COMPLIANCE

I, Mark Gaboury, Vice President, 205/525
(Name of signatory party) (Title)

do hereby state: That I pay or supervise the payment of the persons employed by

Downing Construction on the Killam Modular Relocation
(Contractor, subcontractor or public body) (Building or project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.

Signature Mark Gaboury Title VP

**TOWN OF READING
CERTIFICATE AS TO CORPORATE BIDDER**

I Linda Prewandowski, certify that I am the

President of the Corporation named as bidder in the

within Form of General Bid that Mark Gabovny who signed

said Bid Form on behalf of the Bidder was then Vice President

of said Corporation, that I know his signature and that his signature thereto is genuine and that said Form of General Bid was duly signed, sealed and executed for and in behalf of said Corporation by authority of its governing body.

(Corporate Seal)

Signature:

Mark Gabovny

Title:

Vice President

Date:

5/5/25

CERTIFICATE OF AUTHORITY - CORPORATION

At a duly authorized meeting of the Board of Directors of the Modulease Corporation
(Name of Corporation)

held on 5.5.2025 (Date) at which all the Directors were present or waived notice, it was voted

that Mark Gaboury (Name) Sales Manager (Officer/Title)

of this company be and he hereby is authorized to execute contracts and bonds in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this company's name on its behalf of such Mark Gaboury (Officer) under

seal of the company, shall be valid and binding upon this company

A TRUE COPY, ATTEST:

[Signature] President
(Signature/Title)

Place of Business: Modulease Corporation

212 Mt Hope St. N. Attleboro, MA 02760

I hereby certify that I am the President (Title) of the Modulease Corporation (Name of Corporation)

that Mark Gaboury (Officer, Name) is duly elected Sales Manager (Title)

of said company, and the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

Modulease Corporation

Full Legal Name of Business

Massachusetts

State of Incorporation*

508-695-4145

Telephone Number

Principal Place of Business

Qualified in Massachusetts

Place of Business in Massachusetts

Signature

*If state of incorporation is Massachusetts, insert MASSACHUSETTS on State of Incorporation line and disregard other parts of the form.

(Affix Corporate Seal)

BID BOND

Conforms with The American Institute of
Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Modulease Corporation

212 Mt. Hope Street, North Attleboro, MA 02760

as Principal, hereinafter called the Principal,

and the Great Midwest Insurance Company

of 800 Gessner Road Suite 600, Houston, TX 77024

, a corporation duly organized under

the laws of the State of Texas, as Surety, hereinafter called the Surety, are held and firmly bound unto

Town of Reading, MA

as Obligee, hereinafter called the Obligee,

in the sum of Five Percent (5%) of Attached Bid Amount-----

Dollars (\$ 5% of Bid Amount) , for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Killam Modulares Relocation in Reading, MA

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 30th day of April, 2025

Modulease Corporation

(Seal)

Principal

{ President

Title

Great Midwest Insurance Company

By

Ellen J. Young

Attorney-in-Fact

Witness

Witness

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Ellen J. Young, Donna M. Robie, Frank J. Smith, John F. Koegel

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

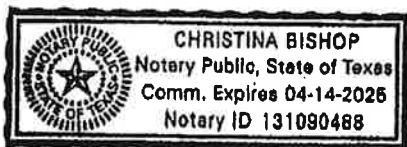


GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY Christina Bishop
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 30th Day of April, 2025.



BY Leslie K. Shaunty
Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.



MODUCOR-02

VLACOMBE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/2/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cross Insurance-Beverly 48 Dunham Ridge Suite#1000 Beverly, MA 01915	CONTACT NAME: PHONE (A/C, No, Ext): (978) 922-2288		FAX (A/C, No): (978) 922-2731
	E-MAIL ADDRESS: CrossBeverly@Crossagency.com		
INSURED Modulease Corp. c/o Mark A Gaboury PO Box 932 N. Attleboro, MA 02761-0932	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : MESA Underwriters Specialty Insurance		36838
	INSURER B : Arbella Protection Insurance Company		41360
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:			MP001800100288511	11/4/2024	11/4/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			1020021942	8/4/2024	8/4/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Town of Reading
 16 Lowell Street
 Reading, MA 01867

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lisa Marzulli

TOWN OF READING
LABOR HARMONY AND OSHA TRAINING CERTIFICATION

Pursuant to M.G.L. c. 30, § 39S(a), I certify under the penalties of perjury:

- (1) that I am able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;
- (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and
- (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

Mark Gaborny
Printed name of person signing

Mark Gaborny
Signature of person signing

Moduleate Corp.
Name of business

5/5/25
Date



MOBILE AND MODULAR BUILDINGS

Town of Norton

project profile



Location: Town of Norton, MA.

Details: Modular Office

The Town of Norton chose Modulease Corporation to design and install an office for the water department.

The project consisted of design, build out and installation to meet an aggressive schedule.

Specifications

- 2,160 square feet
- Handicap accessible
- ADA restrooms
- Design and Engineering services
- Foundation installation
- Building installation

**Permanent, Temporary Mobile
& Modular Buildings**

800.281.0390

www.modulease.com

SOMWBA
State Office of Minority and
Women Business Assistance



Keefe Tech High School



Location: **Keefe Tech High School**

Details: Turn key installation of four classroom addition with connecting corridor.

- Modulease utilized their partner Whitley Manufacturing to build and engineer the 3,800 square foot custom addition.
- The building was a non-combustible design
- MA coded custom built with state of the art interior and exterior finishes
- Custom built enclosed connecting corridor 35' long.

- Modular handicap ramp designed and installed.
- Site work, foundations, electrical and fire alarm all completed by Modulease team.



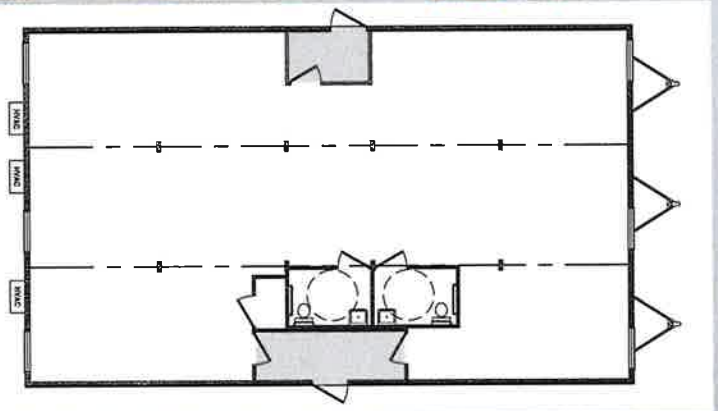
508.695.4145

Toll Free: 800.281.0390
info@modulease.com



Eastham - Cape Cod

project profile



Location: Town of Eastham, MA.

Details: Temporary Library Facility - turn-key installation - 18 month lease

The Town of Eastham chose Modulease Corporation to design and install a Temporary Modular Library while the Town constructs a new facility.

The project consisted of design, build out and installation to meet an aggressive schedule. This consisted of transferring all of the Town's current Libraries books, shelves and the operation to the Modular building to keep the Library functional and to service the Town's needs.

Specifications

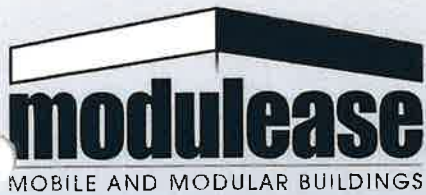
- 2,160 square feet
- Handicap accessible
- ADA restrooms
- Design and Engineering services
- Foundation installation
- Building installation

**Permanent, Temporary Mobile
& Modular Buildings**

800.281.0390

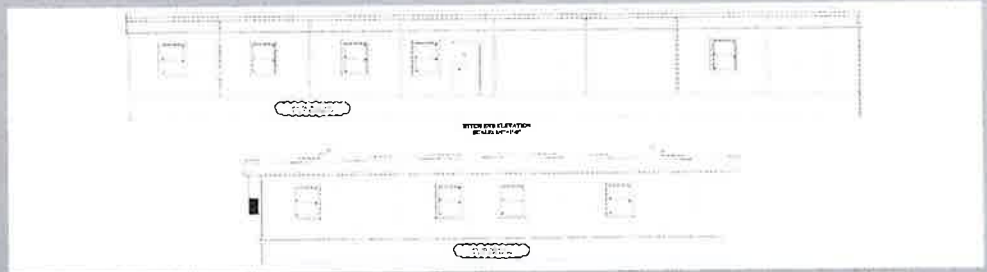
www.modulease.com

SOMWBA
State Office of Minority and
Women Business Assistance



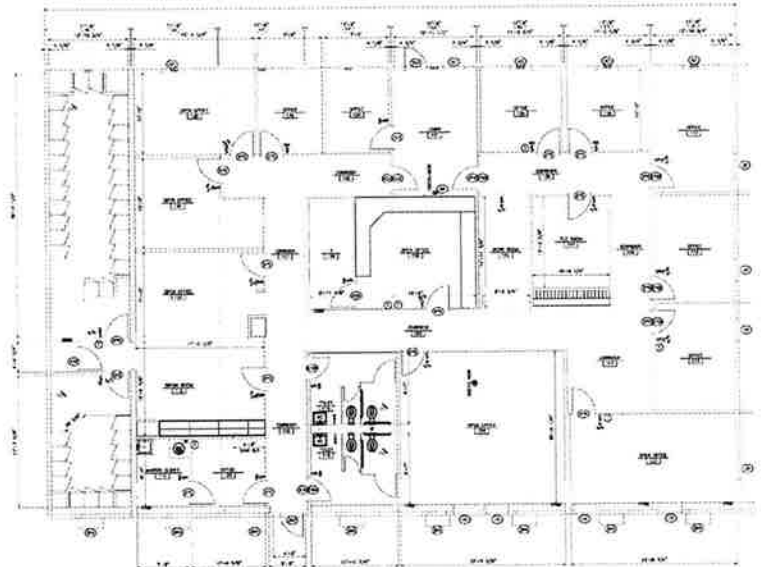
8-Piece Modular Office

project profile



Specifications

- 5,760 SQUARE FT. EXECUTIVE LINE OFFICE COMPLEX
- 2016 MANUFACTURE DATE – EXCELLENT CONDITION WITH UP TO DATE BUILDING CODES
- PRIOR USE, ORLEANS MA POLICE STATION
- FIRE ALARM, MENS AND LADIES RESTROOM, HANDICAP RESTROOM
- HIGH END FINISH INSIDE AND OUT, SOLID CORE DOORS, RUBBER ROOF, TILE FLOORS, DROP CEILING
- AVAILABLE IMMEDIATELY FOR SALE OR LEASE



Modulease provides affordable quality, flexible and cost-effective mobile buildings.
Installations, Repair and Maintenance of all Mobile and Modular Buildings

Vermont • Massachusetts • Maine • New Hampshire • Connecticut • Rhode Island • New York • New Jersey



www.moduleaseusa.com • 800.281.0390 • info@moduleaseusa.com



CANTON PUBLIC SCHOOLS



Dr. Jennifer Fischer-Mueller
Superintendent of Schools

Derek F. Folan, M.Ed.
Assistant Superintendent

Dianna Mullen, M.Ed.
Director of Student Services

960 Washington Street, Canton, MA 02021
Telephone: 781-821-5060
Fax: 781-575-6500
www.cantonma.org

Barry S. Nectow
School Business Administrator

May 12, 2021

To whom it may concern:

Modulease provided a 5500 square foot (4) modular classroom addition to the John F. Kennedy Elementary School during the summer of 2019. The classrooms added much needed space and the buildings are top of line construction. Modulease also provided handicap access and a specialty HVAC system for high quality sound and air circulation. The timeline for the project was very tight and had to be completed by the start of school in September 2019. The project was completed on time and within budget.

Work was performed in a safe and timely manner and post construction service calls have been handled promptly and in a professional manner.

I would highly recommend Modulease for future work in Canton and would also not hesitate to recommend Modulease to other Communities for Modular Construction services.

Regards,

A handwritten signature in blue ink, appearing to read 'Barry S. Nectow', written over the word 'Regards,'.

Barry S. Nectow



TOWN OF BELMONT
OFFICE OF THE SELECT BOARD
455 CONCORD AVENUE
BELMONT, MASSACHUSETTS 02478

ASSISTANT TOWN ADMINISTRATOR
JONATHAN MARSHALL

May 12, 2021

To whom it concern,

Modulease provided a (8) piece Modular Police Station of approximately 5,640 square feet. The building was initially used as a temporary police station during building renovations. The Town later purchased the modular units to address additional space constraints. The quality of the units made the purchase an easy decision and we are confident we will get many years of future use.

Work was performed in a safe and timely manner and they met the required deadlines for initial install. I would recommend Modulease for future work in Belmont.

Best,


Jon Marshall
Assistant Town Administrator

August 15, 2025

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

**Subject: J. Warren Killam Elementary School - Modular Relocation Project
Requisition #01**

Dear Mr. Kraunelis:

Colliers Project Leaders, the Owner's Project Manager, has reviewed the attached, Modulease, Requisition #01 and:

- Confirm it is within the overall budget.
- Confirm it is within the commitment.
- Recommend payment of \$131,575.00 (amount due) for modular relocation services for June 1, 2025 – June 30, 2025, for the J. Warren Killam Elementary School project.

Please feel free to contact me at (774) 294-6659 if you have any questions concerning this invoice.

Sincerely,



Justin Ferdenzi,
Project Manager
Justin.ferdenzi@collierseng.com

Attachment: 2025 06 Modulease Invoice Requisition #01

\$131,575.00 - ProPay Code: 0603-0000

July 11, 2025

Joseph Huggins, Town of Reading Facilities Director
Facilities Department
62 Oakland Road
Reading, MA 01867

**RE: Killam Modular Relocation Project
Requisition #1**

Dear Mr. Huggins:

Enclosed is Application for Payment #1 for the Killam Modular Relocation Project at Charles Street and Oakland Road, Reading, MA.

We have approved the Application for Payment for **\$131,575.00**.

This requisition includes project management, site supervision, bonds, insurance, mobilization at both Charles Street and Oakland Road, erosion control, site clearing, retaining wall materials, and the installation of the sanitary sewer line.

Along with the previous payments of \$0, this brings the total project to approximately 19% of the Contract amount. The remaining balance is \$582,825.00, including retainage.

Please do not hesitate to contact us with any questions or if we may be of further assistance.

Sincerely,



Geoff Rogers
Gienapp Architects, LLC

cc:



APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO Customer: Town of Reading
16 Lowell Street
Reading MA

PROJECT: Killiam Modular Relocation APPLICATION NO. 1
Address: 62 Oakland Road
Reading MA

PERIOD TO: 6/30/2025
Application Date 7/2/2025

Distribution to:

☒	OWNER
☒	ARCHITECT
☐	CONTRACTOR
☐	
☐	

FROM CONTRACTOR:

Modulease
PO BOX 932
North Attleboro MA

CONTRACT #
CONTRACT DATE 6/16/2025

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	714,400.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	714,400.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	138,500.00
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	\$	6,925.00
b. % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	6,925.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	131,575.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	0.00
8. CURRENT PAYMENT DUE	\$	131,575.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	582,825.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Mark Gaboury Date: 7/11/25
State of: MA County of: B
Subscribed and sworn to before me this 11 day of 2025
Notary Public:
My Commission expires: March 13, 2031

**ARCHITECT'S CERTIFICATION FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprised this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED..... = \$131,575.00
(Attached explanation if amount certified differs from the amount applied. Initial figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

Architect:

By: [Signature] Date: 7/11/2025

The certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 1

Contractor's signed certification is attached.

APPLICATION DATE: 7/2/2025

0

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 6/30/2025

Use Column I on Contracts where variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
	Project Manager	\$ 35,000.00	\$ -	\$ 5,000.00		\$ 5,000.00	14.29%	\$ 30,000.00	\$ 250.00
	Superintendent	\$ 35,000.00	\$ -	\$ 5,000.00		\$ 5,000.00	14.29%	\$ 30,000.00	\$ 250.00
	Bond	\$ 21,600.00	\$ -	\$ 21,600.00		\$ 21,600.00	100.00%		\$ 1,080.00
	Insurance	\$ 11,500.00	\$ -	\$ 11,500.00		\$ 11,500.00	100.00%		\$ 575.00
	Mobilization - Charles Street	\$ 9,200.00	\$ -	\$ 9,200.00		\$ 9,200.00	100.00%		\$ 460.00
	MEP Disconnections	\$ 6,500.00	\$ -	\$ -		\$ -	0%	\$ 6,500.00	\$ -
	Modular Knockdown / prep for transport	\$ 25,000.00	\$ -	\$ -		\$ -	0%	\$ 25,000.00	\$ -
	Transport to Oakland Road	\$ 4,000.00	\$ -	\$ -		\$ -	0%	\$ 4,000.00	\$ -
	Demobilize - Charles Street	\$ 5,000.00	\$ -	\$ -		\$ -	0%	\$ 5,000.00	\$ -
	Mobilization - Oakland Road	\$ 14,200.00	\$ -	\$ 14,200.00		\$ 14,200.00	100.00%		\$ 710.00
	Site Fence / Erosion Controls	\$ 12,500.00	\$ -	\$ 12,500.00		\$ 12,500.00	100.00%		\$ 625.00
	Site Clearing	\$ 25,000.00	\$ -	\$ 7,500.00		\$ 7,500.00	30.00%	\$ 17,500.00	\$ 375.00
	Retaining Wall - Materials	\$ 22,000.00	\$ -	\$ 22,000.00		\$ 22,000.00	100.00%		\$ 1,100.00
	Retaining Wall - Labor	\$ 22,000.00	\$ -	\$ -		\$ -	0%	\$ 22,000.00	\$ -
	Retaining Wall - Equipment	\$ 4,000.00	\$ -	\$ -		\$ -	0%	\$ 4,000.00	\$ -
	Cut/Fill	\$ 15,000.00	\$ -	\$ -		\$ -	0%	\$ 15,000.00	\$ -
	Modular Foundation - Materials	\$ 20,000.00	\$ -	\$ -		\$ -	0%	\$ 20,000.00	\$ -
	Modular Foundation - Labor	\$ 15,000.00	\$ -	\$ -		\$ -	0%	\$ 15,000.00	\$ -
	Deck/Canopy Foundation	\$ 25,000.00	\$ -	\$ -		\$ -	0%	\$ 25,000.00	\$ -
	Grading - Materials	\$ 20,000.00	\$ -	\$ -		\$ -	0%	\$ 20,000.00	\$ -
	Grading - Labor	\$ 23,000.00	\$ -	\$ -		\$ -	0%	\$ 23,000.00	\$ -
	Grading - Equipment	\$ 12,000.00	\$ -	\$ -		\$ -	0%	\$ 12,000.00	\$ -
	Water Service	\$ 30,000.00	\$ -	\$ -		\$ -	0%	\$ 30,000.00	\$ -
	Sanitary Service	\$ 30,000.00	\$ -	\$ 30,000.00		\$ 30,000.00	100.00%		\$ 1,500.00
	Paving/Patching	\$ 6,500.00	\$ -	\$ -		\$ -	0%	\$ 6,500.00	\$ -
	Curb / Sidewalks - Materials	\$ 16,500.00	\$ -	\$ -		\$ -	0%	\$ 16,500.00	\$ -
	Curb / Sidewalks - Labor	\$ 18,500.00	\$ -	\$ -		\$ -	0%	\$ 18,500.00	\$ -
	Wooden Guardrail	\$ 16,000.00	\$ -	\$ -		\$ -	0%	\$ 16,000.00	\$ -
	Loam / seed	\$ 15,000.00	\$ -	\$ -		\$ -	0%	\$ 15,000.00	\$ -
	Install Modular Building on Foundation - Labor	\$ 30,000.00	\$ -	\$ -		\$ -	0%	\$ 30,000.00	\$ -
	Install Modular Building on Foundation - Equipment	\$ 15,000.00	\$ -	\$ -		\$ -	0%	\$ 15,000.00	\$ -
	Button Up Modular Building + skirting	\$ 15,000.00	\$ -	\$ -		\$ -	0%	\$ 15,000.00	\$ -
	Front Deck - Materials	\$ 10,500.00	\$ -	\$ -		\$ -	0%	\$ 10,500.00	\$ -
	Front Deck - Labor	\$ 9,500.00	\$ -	\$ -		\$ -	0%	\$ 9,500.00	\$ -
	Rear Deck - Materials	\$ 12,000.00	\$ -	\$ -		\$ -	0%	\$ 12,000.00	\$ -

CONTINUATION SHEET
AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 1

Contractor's signed certification is attached

APPLICATION DATE: 7/2/2025 0

In tabulations below, amounts are stated to the nearest dollar

PERIOD TO: 6/30/2025

Use Column I on Contracts where variable retainage for line items may apply

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
	Rear Deck - Labor	\$ 18,000 00	\$ -	\$ -		\$ -	0%	\$ 18,000.00	\$ -
	Plumbing manifold and connections	\$ 8,500 00	\$ -	\$ -		\$ -	0%	\$ 8,500 00	\$ -
	HVAC connections / Start up	\$ 6,500 00	\$ -	\$ -		\$ -	0%	\$ 6,500 00	\$ -
	Electrical / DIV 26 00 01	\$ 64,400.00	\$ -	\$ -		\$ -	0%	\$ 64,400 00	\$ -
	Demobilize - Oakland Road	\$ 5,000 00	\$ -	\$ -		\$ -	0%	\$ 5,000 00	\$ -
	Close out	\$ 5,000 00	\$ -	\$ -		\$ -	0%	\$ 5,000 00	\$ -
	GRAND TOTALS	\$ 714,400 00	\$ -	\$ 138,500 00	\$ -	\$ 138,500 00	19%	\$ 575,900 00	\$ 6,925 00

August 15, 2025

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

**Subject: J. Warren Killam Elementary School - Modular Relocation Project
Requisition #02**

Dear Mr. Kraunelis:

Colliers Project Leaders, the Owner's Project Manager, has reviewed the attached, Modulease, Requisition #02 and:

- Confirm it is within the overall budget.
- Confirm it is within the commitment.
- Recommend payment of \$305,900.00 (amount due) for modular relocation services for July 1, 2025 – July 25, 2025, for the J. Warren Killam Elementary School project.

Please feel free to contact me at (617) 860-2267 if you have any questions concerning this invoice.

Sincerely,



Justin Ferdenzi,
Project Manager
Justin.ferdenzi@collierseng.com

Attachment: 2025 07 Modulease Invoice Requisition #02

\$305,900.00 - ProPay Code: 0603-0000

July 30, 2025

Joseph Huggins, Town of Reading Facilities Director
Facilities Department
62 Oakland Road
Reading, MA 01867

**RE: Killam Modular Relocation Project
Requisition #2**

Dear Mr. Huggins:

Enclosed is Application for Payment #2 for the Killam Modular Relocation Project at Charles Street and Oakland Road, Reading, MA.

We have approved the Application for Payment for **\$305,900.00**.

This requisition includes project management, site supervision, M/E/P disconnections at Charles Street, modular knockdown and transportation prep, transportation of existing modulars from Charles Street to Oakland Street, demobilization at Charles Street, site clearing, retaining wall labor and equipment, cut and fill site work at Oakland Street, foundation materials and labor, rear deck foundations, grading materials/labor/equipment, water utility service, installation of modular at Oakland Street labor and equipment, exterior envelope and skirting, and materials for the rear deck and front canopy.

Along with the previous payments of \$131,575.00, this brings the total project to approximately 64% of the Contract amount. The remaining balance is \$276,925.00, including retainage.

Please do not hesitate to contact us with any questions or if we may be of further assistance.

Sincerely,



Geoff Rogers
Gienapp Architects, LLC



cc:

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO Customer: Town of Reading
16 Lowell Street
Reading MA

PROJECT: Killiam Modular Relocation
Address: 62 Oakland Road
Reading MA

APPLICATION NO 1
PERIOD TO: 7/25/2025
Application Date 7/25/2025

Distribution to:

☒	OWNER
☒	ARCHITECT
☐	CONTRACTOR
☐	
☐	

FROM CONTRACTOR:

Modulease
PO BOX 932
North Attleboro MA

CONTRACT #
CONTRACT DATE 6/16/2025

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

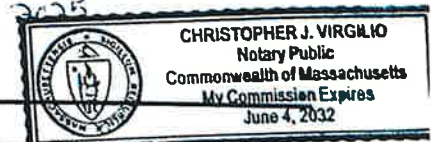
1. ORIGINAL CONTRACT SUM	\$	714,400.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	714,400.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	460,500.00
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	\$	23,025.00
b. % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	437,475.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	131,575.00
8. CURRENT PAYMENT DUE	\$	305,900.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	276,925.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Mark Gaboury Date: 7/30/25
Mark Gaboury
State of: MA County of: Bristol
Subscribed and sworn to before me this 30 day of July, 2025
Notary Public: Christopher J. Virgilio
My Commission expires: 06/04/2032

**ARCHITECT'S CERTIFICATION FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprised this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED \$ 305,900.00 = \$305,900.00
(Attached explanation if amount certified differs not the amount applied. Initial figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

Architect By: [Signature] Date: 7/30/25

The certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract

Org# _____
Obj# _____
Location _____
Pymt App# _____
Date 7/31/25

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

I

APPLICATION DATE:

7/25/2025

0

PERIOD TO:

7/25/2025

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
	Project Manager	\$ 35,000.00	\$ 5,000.00	\$ 17,000.00		\$ 22,000.00	62.86%	\$ 13,000.00	\$ 1,100.00
	Superintendent	\$ 35,000.00	\$ 5,000.00	\$ 17,000.00		\$ 22,000.00	62.86%	\$ 13,000.00	\$ 1,100.00
	Bond	\$ 21,600.00	\$ 21,600.00	\$ -		\$ 21,600.00	100.00%		\$ 1,080.00
	Insurance	\$ 11,500.00	\$ 11,500.00	\$ -		\$ 11,500.00	100.00%		\$ 575.00
	Mobilization - Charles Street	\$ 9,200.00	\$ 9,200.00	\$ -		\$ 9,200.00	100.00%		\$ 460.00
	MEP Disconnections	\$ 6,500.00	\$ -	\$ 6,500.00		\$ 6,500.00	100.00%		\$ 325.00
	Modular Knockdown / prep for transport	\$ 25,000.00	\$ -	\$ 25,000.00		\$ 25,000.00	100.00%		\$ 1,250.00
	Transport to Oakland Road	\$ 4,000.00	\$ -	\$ 4,000.00		\$ 4,000.00	100.00%		\$ 200.00
	Demobilize - Charles Street	\$ 5,000.00	\$ -	\$ 3,500.00		\$ 3,500.00	70.00%	\$ 1,500.00	\$ 175.00
	Mobilization - Oakland Road	\$ 14,200.00	\$ 14,200.00	\$ -		\$ 14,200.00	100.00%		\$ 710.00
	Site Fence / Erosion Controls	\$ 12,500.00	\$ 12,500.00	\$ -		\$ 12,500.00	100.00%		\$ 625.00
	Site Clearing	\$ 25,000.00	\$ 7,500.00	\$ 17,500.00		\$ 25,000.00	100.00%		\$ 1,250.00
	Retaining Wall - Materials	\$ 22,000.00	\$ 22,000.00	\$ -		\$ 22,000.00	100.00%		\$ 1,100.00
	Retaining Wall - Labor	\$ 22,000.00	\$ -	\$ 22,000.00		\$ 22,000.00	100.00%		\$ 1,100.00
	Retaining Wall - Equipment	\$ 4,000.00	\$ -	\$ 4,000.00		\$ 4,000.00	100.00%		\$ 200.00
	Cut/Fill	\$ 15,000.00	\$ -	\$ 15,000.00		\$ 15,000.00	100.00%		\$ 750.00
	Modular Foundation - Materials	\$ 20,000.00	\$ -	\$ 20,000.00		\$ 20,000.00	100.00%		\$ 1,000.00
	Modular Foundation - Labor	\$ 15,000.00	\$ -	\$ 15,000.00		\$ 15,000.00	100.00%		\$ 750.00
	Deck/Canopy Foundation	\$ 25,000.00	\$ -	\$ 12,000.00		\$ 12,000.00	48.00%	\$ 13,000.00	\$ 600.00
	Grading - Materials	\$ 20,000.00	\$ -	\$ 15,000.00		\$ 15,000.00	75.00%	\$ 5,000.00	\$ 750.00
	Grading - Labor	\$ 23,000.00	\$ -	\$ 17,000.00		\$ 17,000.00	73.91%	\$ 6,000.00	\$ 850.00
	Grading - Equipment	\$ 12,000.00	\$ -	\$ 9,000.00		\$ 9,000.00	75.00%	\$ 3,000.00	\$ 450.00
	Water Service	\$ 30,000.00	\$ -	\$ 30,000.00		\$ 30,000.00	100.00%		\$ 1,500.00
	Sanitary Service	\$ 30,000.00	\$ 30,000.00	\$ -		\$ 30,000.00	100.00%		\$ 1,500.00
	Paving/Patching	\$ 6,500.00	\$ -	\$ -		\$ -	0%	\$ 6,500.00	\$ -
	Curb / Sidewalks - Materials	\$ 16,500.00	\$ -	\$ -		\$ -	0%	\$ 16,500.00	\$ -
	Curb / Sidewalks - Labor	\$ 18,500.00	\$ -	\$ -		\$ -	0%	\$ 18,500.00	\$ -
	Wooden Guardrail	\$ 16,000.00	\$ -	\$ -		\$ -	0%	\$ 16,000.00	\$ -
	Loam / seed	\$ 15,000.00	\$ -	\$ -		\$ -	0%	\$ 15,000.00	\$ -
	Install Modular Building on Foundation - Labor	\$ 30,000.00	\$ -	\$ 30,000.00		\$ 30,000.00	100.00%		\$ 1,500.00
	Install Modular Building on Foundation - Equipment	\$ 15,000.00	\$ -	\$ 15,000.00		\$ 15,000.00	100.00%		\$ 750.00
	Button Up Modular Building + skirting	\$ 15,000.00	\$ -	\$ 5,000.00		\$ 5,000.00	33.33%	\$ 10,000.00	\$ 250.00
	Front Deck - Materials	\$ 10,500.00	\$ -	\$ 10,500.00		\$ 10,500.00	100.00%		\$ 525.00
	Front Deck - Labor	\$ 9,500.00	\$ -	\$ -		\$ -	0%	\$ 9,500.00	\$ -
	Rear Deck - Materials	\$ 12,000.00	\$ -	\$ 12,000.00		\$ 12,000.00	100.00%		\$ 600.00

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached

In tabulations below, amounts are stated to the nearest dollar

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: I

APPLICATION DATE: 7/25/2025

PERIOD TO: 7/25/2025

0

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
	Rear Deck - Labor	\$ 18,000 00	\$ -	\$ -		\$ -	0%	\$ 18,000 00	\$ -
	Plumbing manifold and connections	\$ 8,500 00	\$ -	\$ -		\$ -	0%	\$ 8,500 00	\$ -
	HVAC connections / Start up	\$ 6,500 00	\$ -	\$ -		\$ -	0%	\$ 6,500 00	\$ -
	Electrical / DIV 26 00 01	\$ 64,400 00	\$ -	\$ -		\$ -	0%	\$ 64,400 00	\$ -
	Demobilize - Oakland Road	\$ 5,000 00	\$ -	\$ -		\$ -	0%	\$ 5,000 00	\$ -
	Close out	\$ 5,000 00	\$ -	\$ -		\$ -	0%	\$ 5,000 00	\$ -
	GRAND TOTALS	\$ 714,400 00	\$ 138,500 00	\$ 322,000 00	\$ -	\$ 460,500 00	64%	\$ 253,900 00	\$ 23,025 00

August 15, 2025

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

**Subject: J. Warren Killam Elementary School Project Management – Knox Company
PO #26000488-1**

Dear Mr. Kraunelis:

Colliers Project Leaders has reviewed and based on the recommendation from the Town of Reading, we are recommending the approval of Knox Company PO #26000488-1 to the J. Warren Killam Elementary School project.

Knox Company PO #26000488-1 is for the Modular relocation Knox box for a total of *Five Hundred Thirty-Five 00/100 Dollars (\$535.00)*. (ProPay Code: 0603-0000)

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

Sincerely,



Justin Ferdenzi,
Project Manager
Justin.ferdenzi@collierseng.com

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



Town of Reading

Accounting Department

16 Lowell Street
Reading, MA 01867

Bill To
Town of Reading
16 Lowell Street
Reading, MA 01867

630001

(781) 942-9005
FAX (781) 942-9037
Tax Exempt
#04-6001277

Ship To
RECREATION DEPARTMENT
TOWN OF READING
16 LOWELL ST
READING, MA 01867

Vendor
KNOX COMPANY
1601 W DEER VALLEY RD
PHOENIX, AZ 85027-2112

Purchase Order

Fiscal Year 2026

Page 1 of 1

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

Purchase Order Number **26000488-001**

Purchase Order Date **08/14/2025**

Department **630 RECREATION**

1. Invoice must show units and unit price for each item.
2. Issue bill for each PO. Do not bill 2 or more orders on same invoice.
3. All invoices MUST be in duplicate and include Tax ID#.
4. Ship all goods prepaid.

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
		312460	26000520	Cindy McGrath	

NOTES

MODEL 3261 KNOXBOX 3200

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	MODEL 3261 KNOXBOX 3200 SURFACE MOUNT HINGED DOOR BLACK	1.0000	EACH	\$499.0000	\$499.00

VENDOR SIGNATURE REQ'D FOR ORDERS > \$10,000

Town Manager

Department Head

Purchase Order Total

\$535.00

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Department Details

Reading Fire Dept
757 Main St
Reading, MA 01867-2622

Customer Details

jkeough@readingma.gov
John Keough
757 MAIN ST
READING, MA 01867-2622

Tracking Number :
<https://www.fedex.com/fedextrack/?trknbr=>

This order was marked as **CertCapture Hold** on **August 12,2025**.

#	Image	Model	SKU	Quantity
1		<u>Model 3261 – KnoxBox 3200, Surface Mount, Hinged Door, Black (/products/commercial-knoxboxes/knoxbox-3200/c-24/c-80/p-7043)</u> Model: 3261	3261	1

Install at: Reading Fire, Bldg: Modulars RPS 757 I [t Reading MA](#)
01867

Permit Number:

Property Owner/Manager: To

Welcome to the Knox Company. How can we assist you today? Agents are available 8AM MST to 2PM MST Monday - Friday. Agents typically reply in a few minutes.

To see products available in your area,
select your local department/agency
Sub-total

[Le](#)
\$499.00

Shipping & Handling

\$36.00

Tax

\$31.19

Total

\$566.19

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Knox Rapid Entry System

Knox Company
1601 W. Deer Valley Road
Phoenix, AZ 85027
US

Phone: 800-532-5669

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Security	(/Products/Residential-	Newsletters).
(/Industries/Security).	KnoxBoxes).	Order Form /
Military and	Property Owners	Literature Request
Government	(/Products/Residential-	(/Support/Public-
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August 15, 2025

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

Subject: J Warren Killam Elementary School – Knoxbox
Invoice #1229384

Dear Mr. Kraunelis,

Colliers Project Leaders, the Owner's Project Manager, has reviewed the attached, Complete Cleaning Co, invoice #1229384, and recommend payment of \$535.00 for move services for the J Warren Killam Elementary School Project.

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

Invoice Number	Task	Request This Period	ProPay Code
1229384	Modular Relocation – Knoxbox	\$535.00	0603-0000

Please feel free to contact me at (617) 860-2267 if you have any questions concerning this invoice.

Sincerely,



Justin Ferdenzi,
Project Manager
Justin.ferdenzi@collierseng.com

cc: Tom Milaschewski, Superintendent
Carla Nazzaro, School Building Committee Chair

Attachment: Knox Company Invoice #1229384

\$535.00- ProPay Code: 0603-0000



Town of Reading

Accounting Department

16 Lowell Street
Reading, MA 01867

Bill To
Town of Reading
16 Lowell Street
Reading, MA 01867

630001

(781) 942-9005
FAX (781) 942-9037
Tax Exempt
#04-6001277

Ship To
RECREATION DEPARTMENT
TOWN OF READING
16 LOWELL ST
READING, MA 01867

Vendor
KNOX COMPANY
1601 W DEER VALLEY RD
PHOENIX, AZ 85027-2112

Purchase Order

Fiscal Year 2026

Page 1 of 1

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

Purchase Order Number **26000488-001**

Purchase Order Date **08/14/2025**

Department **630 RECREATION**

1. Invoice must show units and unit price for each item.
2. Issue bill for each PO. Do not bill 2 or more orders on same invoice.
3. All invoices MUST be in duplicate and include Tax ID#.
4. Ship all goods prepaid.

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
		312460	26000520	Cindy McGrath	

NOTES

MODEL 3261 KNOXBOX 3200

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	MODEL 3261 KNOXBOX 3200 SURFACE MOUNT HINGED DOOR BLACK	1.0000	EACH	\$499.0000	\$499.00

VENDOR SIGNATURE REQ'D FOR ORDERS > \$10,000

Town Manager

Department Head

Purchase Order Total

\$535.00

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Department Details

Reading Fire Dept
757 Main St
Reading, MA 01867-2622

Customer Details

jkeough@readingma.gov
John Keough
757 MAIN ST
READING, MA 01867-2622

Tracking Number :
<https://www.fedex.com/fedextrack/?trknbr=>

This order was marked as **CertCapture Hold** on **August 12,2025**.

#	Image	Model	SKU	Quantity
1		<u>Model 3261 – KnoxBox 3200, Surface Mount, Hinged Door, Black (/products/commercial-knoxboxes/knoxbox-3200/c-24/c-80/p-7043)</u> Model: 3261	3261	1

Install at: Reading Fire, Bldg: Modulars RPS 757 I [t Reading MA](#)
01867

Permit Number:

Property Owner/Manager: To

Welcome to the Knox Company. How can we assist you today? Agents are available 8AM MST to 2PM MST Monday - Friday. Agents typically reply in a few minutes.

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Sub-total

[Le](#)
\$499.00

Shipping & Handling

\$36.00

Tax

\$31.19

Total

\$566.19

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Knox Rapid Entry System

Knox Company
1601 W. Deer Valley Road
Phoenix, AZ 85027
US

Phone: 800-532-5669

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<u>(/Industries/Military-</u>	<u>KnoxBoxes).</u>	<u>Safety/Order-Form-</u>
<u>and-Government).</u>		<u>Literature-Request).</u>
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August 15, 2025

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

Subject: J. Warren Killam Elementary School Gienapp Architects - Amendment #01

Dear Mr. Kraunelis:

Colliers Project Leaders has reviewed and recommend the approval Gienapp Architects' Contract Amendment #01 for the J. Warren Killam Elementary School project.

Gienapp Architects' Contract Amendment #01 is for reimbursable expanses for a total of *Ten Thousand Four Hundred Forty-Seven and 73/100 Dollars (\$10,447.73.00)*. We recommend using the following ProPay Codes and Breakdowns.

Additional Services	Proposed Fee	ProPay Code
Modular Relocation – Reimbursable Costs	\$10,447.73	0603-0000

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,



Justin Ferdenzi,
Project Manager
Justin.ferdenzi@collierseng.com

cc: Tom Milaschewski, Superintendent
Carla Nazzaro, School Building Committee Chair

August 14, 2025

Joseph Huggins
Director of Facilities, Town of Reading
62 Oakland Road
Reading, MA 01867

via email: jhuggins@readingma.gov

**RE: Relocation of Killam Modulares to Oakland Road
Contract Amendment for Civil Engineering Reimbursable Expense**

Dear Mr. Huggins:

This is to request an amendment for our contract for Architectural and Engineering Services for the relocation of the Killam modulares to 62 Oakland Road for civil engineering needed on the project, which is a reimbursable expense.

The breakdown is as follows:

	Fee	Subtotal
A Hancock Engineering (Civil)	\$ 9,084.98	
B Gienapp Architects Coordination Fee	\$ 1,362.75	
C Total		\$ 10,447.73

Sincerely,

Accepted



Imelda R. Barnhurst, AIA, LEED AP BD+C
Gienapp Architects, LLC

for **Town of Reading**



August 15, 2025

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

Subject: J. Warren Killam Elementary School – Bid Advertising Services
Invoice #250537

Dear Mr. Kraunelis:

Colliers Project Leaders, the Owner's Project Manager, has reviewed the attached, invoice #250537, and subject to approval of the corresponding Commitment recommend payment of \$348.10 for bid advertising services for the J. Warren Killam Elementary School Project.

Subject to approval of the corresponding Commitment, we recommend payment of this amount, using the following ProPay Codes and Breakdowns.

Invoice Number	Task	Request This Period	ProPay Code
250537	Bid Advertising Services – Modular Relocation Invitation to Rebid	\$348.10	0603-0000

Please feel free to contact me at (774) 294-6659 if you have any questions concerning this invoice.

Sincerely,



Justin Ferdenzi,
Project Manager
Justin.ferdenzi@collierseng.com

cc: Tom Milaschewski, Superintendent
Carla Nazzaro, School Building Committee Chair

Daily Times Chronicle

Reading -- Wakefield

Woburn Daily Times, Inc., PO Box 2433, Woburn MA 01888
781-933-3700

INVOICE

Bill To Town of Reading
Attn: Joshua Delaune, MPA
Address 1 16 Lowell Street
Address 2
City Reading

State MA **ZIP** 01867

PO#

Legal Ad# 250537

Billing Key 250537 Reading IFB 25-19A Modular Relocation 333 Charles to 62
Oakland

306/100 (remit \$)

Run 1 5/21/2025

Run 2

Run 3

of Inches 11.8

of Runs 1

Cost \$348.10

Notary Fee

Total Cost \$348.10

Payment Date

Payment

Balance Due \$348.10

Org# 50158582
Obj# 882022
Location
Pymt App
Date 5/16/25

LEGAL NOTICE



TOWN OF READING
16 Lowell Street
Reading, MA 01867
(781) 942-6696

INVITATION TO BID

**MODULAR RELOCATION
333 CHARLES STREET
TO 62 OAKLAND ROAD
PROJECT #25-19A**

The Town of Reading is accepting Sealed Bids from qualified bidders for Modular Relocation from 333 Charles Street to 62 Oakland Road, in accordance with Contract Documents prepared by Gienapp Architects, LLC, 20 Conant Street, Danvers, MA 01923.

The project is to selectively dismantle a two-part modular unit that provides two classrooms, currently located at Charles Street, Reading and relocate and reassemble at Oakland Road, Reading. The project will include demolition of stairs, entry/exit decks and elements at the existing site and construction of similar amenities at the new location. The existing building systems will continue to be utilized, and new utility connections will be required at the new location.

Bid Documents will be available after 11:00 AM on Wednesday, May 21, 2025, at <https://www.readingma.gov/Bids.aspx>.

The estimated cost of the project is \$750,000.

All bids shall be submitted to the Reading Town Clerk's Office prior to May 29, 2025 at 11:00 a.m. at the address listed above in accordance with the procedures set forth in Document 00 2113 "Instructions to Bidders". All bidders must acknowledge the filed sub-bid in the following class: Electrical.

In order to be eligible to bid on this Contract, a General Bidder must be DCAMM certified for the estimated project cost and in the category "General Building Construction" or "Modular Construction."

Each Bid on this Contract must be accompanied by a copy of a Certificate of Eligibility issued by the Massachusetts Division of Capital Asset Management and a Contractor Qualification Statement Update and Bid Bond. Bidding procedures and award of the Contract will be in accordance with the provisions of

August 15, 2025

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

Subject: J. Warren Killam Elementary School – Bid Advertising Services
Invoice #250309

Dear Mr. Kraunelis:

Colliers Project Leaders, the Owner's Project Manager, has reviewed the attached, invoice #250309, and subject to approval of the corresponding Commitment recommend payment of \$354.00 for bid advertising services for the J. Warren Killam Elementary School Project.

Subject to approval of the corresponding Commitment, we recommend payment of this amount, using the following ProPay Codes and Breakdowns.

Invoice Number	Task	Request This Period	ProPay Code
250309	Bid Advertising Services – Modular Relocation Invitation to bid	\$354.00	0603-0000

Please feel free to contact me at (774) 294-6659 if you have any questions concerning this invoice.

Sincerely,



Justin Ferdenzi,
Project Manager
Justin.ferdenzi@collierseng.com

cc: Tom Milaschewski, Superintendent
Carla Nazzaro, School Building Committee Chair

Daily Times Chronicle

Reading -- Wakefield

Woburn Daily Times, Inc., PO Box 2433, Woburn MA 01888
781-933-3700

INVOICE

Bill To Town of Reading
Attn: Joshua Delaune, MPA
Address 1 16 Lowell Street
Address 2
City Reading **State** MA **ZIP** 01867

306100 (remit \$)

PO#

Legal Ad# 250309

Billing Key Reading IFB 25-19 Modular Relocation 333 Charles St to 62
Oakland Rd

Run 1 3/26/2025

Run 2

Run 3

of Inches 10.5

of Runs 1

Cost \$354.00

Notary Fee

Total Cost \$354.00

Payment Date

Payment

Balance Due \$354.00

Org# 50158582
Obj# 582022
Location
Pymt Appr
Date

LEGAL NOTICE



**TOWN OF READING
READING TOWN HALL
16 Lowell Street
Reading, MA 01867**

INVITATION TO BID

**NOTICE TO CONTRACTORS
MODULAR RELOCATION
333 CHARLES STREET TO
62 OAKLAND ROAD
PROJECT #25-19**

The Town of Reading, the Awarding Authority, invites sealed bids from qualified bidders for **Modular Relocation from 333 Charles Street to 62 Oakland Road**, in accordance with Contract Documents prepared by Gienapp Architects, LLC, 20 Conant Street, Danvers, MA 01923.

The project is to selectively dismantle a two-part modular unit that provides two classrooms, currently located at Charles Street, Reading and relocate and reassemble at Oakland Road, Reading. The project will include demolition of stairs, entry/exit decks and elements at the existing site and construction of similar amenities at the new location. The existing building systems will continue to be utilized, and new utility connections will be required at the new location.

The estimated cost of the project is \$750,000.

Sealed bids for the General Contract will be received until **11:00 AM on Wednesday, April 30, 2025**, in accordance with the procedures set forth in Document 00 2113 "Instructions to Bidders". Filed sub-bids will be required and taken for the following classes of work: Electrical

In order to be eligible to bid on this Contract, a General Bidder must be DCAMM certified for the estimated project cost and in the category "General Building Construction" or "Modular Construction."

Each Bid on this Contract must be accompanied by a copy of a Certificate of Eligibility issued by the Massachusetts Division of Capital Asset Management and a Contractor Qualification Statement Update and Bid Bond. Bidding procedures and award of the Contract will be in accordance with the provisions of Chapter 149 of the General Laws of the Commonwealth of Massachusetts, as amended.

Bid documents will be available after **11:00 AM on Wednesday, March 26, 2025**, at <https://www.readingma.gov/Bids.aspx>.

A pre-bid conference will be held at **11:00 AM, on Thursday, April 10, 2025**, commencing at 62

August 15, 2025

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

Subject: J Warren Killam Elementary School - Publishing Services
Invoice #250537

Dear Mr. Kraunelis,

Colliers Project Leaders, the Owner's Project Manager, has reviewed the attached, Daily Times Chronicle, invoice #250537, and recommend payment of \$348.10 for publishing services for the J Warren Killam Elementary School Project.

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

Invoice Number	Task	Request This Period	ProPay Code
250537	Publishing Services - Town of Reading: RFQ Design Services	\$348.10	0603-0000

Please feel free to contact me at (617) 860-2267 if you have any questions concerning this invoice.

Sincerely,



Justin Ferdenzi,
Project Manager
Justin.ferdenzi@collierseng.com

cc: Tom Milaschewski, Superintendent
Carla Nazzaro, School Building Committee Chair

Attachment: Daily Times Chronicle Invoice #250537

\$348.10- ProPay Code: 0603-0000

Daily Times Chronicle

Reading -- Wakefield

Woburn Daily Times, Inc., PO Box 2433, Woburn MA 01888
781-933-3700

INVOICE

Bill To Town of Reading
Attn: Joshua Delaune, MPA
Address 1 16 Lowell Street
Address 2
City Reading

State MA **ZIP** 01867

PO#

Legal Ad# 250537

Billing Key 250537 Reading IFB 25-19A Modular Relocation 333 Charles to 62
Oakland

306/100 (remit \$)

Run 1 5/21/2025

Run 2

Run 3

of Inches 11.8

of Runs 1

Cost \$348.10

Notary Fee

Total Cost \$348.10

Payment Date

Payment

Balance Due \$348.10

Org# 50158582
Obj# 882022
Location
Pymt App
Date 5/16/25

LEGAL NOTICE



TOWN OF READING
16 Lowell Street
Reading, MA 01867
(781) 942-6696

INVITATION TO BID

**MODULAR RELOCATION
333 CHARLES STREET
TO 62 OAKLAND ROAD
PROJECT #25-19A**

The Town of Reading is accepting Sealed Bids from qualified bidders for Modular Relocation from 333 Charles Street to 62 Oakland Road, in accordance with Contract Documents prepared by Gienapp Architects, LLC, 20 Conant Street, Danvers, MA 01923.

The project is to selectively dismantle a two-part modular unit that provides two classrooms, currently located at Charles Street, Reading and relocate and reassemble at Oakland Road, Reading. The project will include demolition of stairs, entry/exit decks and elements at the existing site and construction of similar amenities at the new location. The existing building systems will continue to be utilized, and new utility connections will be required at the new location.

Bid Documents will be available after 11:00 AM on Wednesday, May 21, 2025, at <https://www.readingma.gov/Bids.aspx>.

The estimated cost of the project is \$750,000.

All bids shall be submitted to the Reading Town Clerk's Office prior to May 29, 2025 at 11:00 a.m. at the address listed above in accordance with the procedures set forth in Document 00 2113 "Instructions to Bidders". All bidders must acknowledge the filed sub-bid in the following class: Electrical.

In order to be eligible to bid on this Contract, a General Bidder must be DCAMM certified for the estimated project cost and in the category "General Building Construction" or "Modular Construction."

Each Bid on this Contract must be accompanied by a copy of a Certificate of Eligibility issued by the Massachusetts Division of Capital Asset Management and a Contractor Qualification Statement Update and Bid Bond. Bidding procedures and award of the Contract will be in accordance with the provisions of

August 15, 2025

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

Subject: J. Warren Killam Elementary School Project Management – Complete Cleaning

Dear Mr. Kraunelis:

Colliers Project Leaders has reviewed and based on the recommendation from the Town of Reading, we are recommending the approval of Complete Cleaning Co Service Agreement to the J. Warren Killam Elementary School project.

Complete Cleaning Service Agreement is for the Modular relocation move and cleaning services for a total of *Three Thousand Five Hundred and 00/100 Dollars (\$3,500.00)*. (ProPay Code: 0603-0000)

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

Sincerely,



Justin Ferdenzi,
Project Manager
Justin.ferdenzi@collierseng.com

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

CONTRACT FOR SERVICES

TOWN: The Town of Reading

VENDOR:

PROJECT: 25-29 Janitorial Services School Buildings

DATE: June 23, 2025

TOTAL FEE: **\$400,100.00**

The Town hereby accepts the Vendor's proposal to perform services ("Services") in connection with the Project in accordance with and subject to: (i) the Terms and Conditions attached hereto as **Exhibit A**; (ii) Scope of Service attached hereto as **Exhibit B**; and (iii) the salary or hourly rate attached hereto as **Exhibit C**. Collectively, these documents constitute this Agreement.

COMMENCEMENT OF WORK (check applicable box):

- ☒ This Agreement constitutes a notice to proceed with services.
- ☐ Services shall not be performed under this Agreement until the Town so advises the Vendor in writing.

INSURANCE:

Maintain, without expense to the Town of Reading, during the term of the agreement the following insurance coverages with the specified limits:

General Liability:

At least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$3,000,000 Annual Aggregate Limit

Automobile Liability:

At least \$1,000,000 Bodily Injury and Property Damage per accident.

Workers' Compensation Insurance: Per M.G.L. c. 152 as amended.

Property Coverage: for materials and supplies being transported by the contractor, as the Town's Property Contract provides coverage for personal property within 1000 feet of the premises.

Umbrella Liability: of at least \$2,000,000/ occurrence, \$2,000,000/aggregate.

The Town of Reading shall be named as an additional insured on the entire policy with respect to liability.

Certification of insurance acceptable to the Town shall be provided to the Town of Reading prior to the commencement of work and not later than ten (10) calendar days from notice of contract award.

PERSONNEL AND SUBCONTRACTORS:

Vendor's Team:

Subcontractors:

List of Attached Exhibits (check applicable boxes):

Exhibit	A	B	C
Attached	☒ [x]	☐ []x	☒ [x]
Not Attached	☐ []	☐ []	☐ []

TOWN:

DocuSigned by:

Matt Kraunelis

A4D87F0B2608425...

Matt Kraunelis

By: _____

Title: Town Manager

Date Signed: 7/8/2025

VENDOR:

DocuSigned by:

Garry Beaver

B531C87FDDDC4D1...

Garry Beaver

By: _____

Title: President

Date Signed: 7/1/2025

Approved as to availability of funds:

DocuSigned by:

Sharon Angstrom

B1337AFFADB645A...

Sharon Angstrom

By: _____

Title: CFO

03464411-529301 & 03484411-529301

DocuSigned by:

Katie Gabriello

6E96AB0503D047B...

Exhibit A

TERMS AND CONDITIONS

1. PERFORMANCE OF SERVICES

All Services of the Vendor shall be performed by qualified personnel. The Vendor's Project team shall consist of those persons identified on page 2 of this Agreement and the Subcontractors identified on page 2 of this Agreement. The employment by the Vendor of additional Subcontractors for any of the Services shall be subject to the prior written approval of the Town. No member of the Project team shall be replaced without the consent of the Town. The Town shall have the right to require the Vendor to remove any personnel from the Project for reasonable cause. The Vendor shall perform its Services in accordance with the highest professional standards of skill, care, and diligence. Without limiting the foregoing, the Town shall have the right to require the Vendor to cease providing Services immediately upon written notice.

2. TIME

The Vendor shall perform its Services as expeditiously as is consistent with the standards of professional skill and care required hereby. The Vendor shall perform its Services in coordination with the operations of the Town at the Sites specified and with any party engaged by the Town in connection with the Project. It shall be the obligation of the Vendor to request any information necessary to be provided by the Town for the performance of the Vendor's Services. Time is of the essence of this Agreement.

3. PAYMENT

The Vendor shall submit, not more often than monthly, statements for fees for Services rendered and reimbursable expenses (stated separately) incurred. The Vendor's statements shall include a description of the Services performed for the period in question with a progress report, and shall be in such form and detail and with such supporting data as the Town may reasonably require to show the computational basis for all charges (including reimbursable expenses), including a statement explaining any substantial deviation from the Vendor's anticipated work schedule, staffing plan and costs. Payment shall be due within thirty (30) days after the Town receives a proper statement. In no event shall the Town be liable for interest, penalties, expenses or attorney's fees. No payment made hereunder shall constitute or be construed as final acceptance or approval of that part of the Services to which such payment relates or relieve the Vendor of any of its obligations hereunder with respect thereto.

4. VENDOR'S ACCOUNTING RECORDS

The Vendor shall keep records pertaining to Services performed (including complete and detailed time records) and reimbursable expenses incurred, employing sound bookkeeping practices and in accordance with generally accepted accounting principles. All records pertaining to Services performed on a time card or unit price basis and reimbursable expenses shall be

available to the Town or its authorized representatives for review and audit during normal business hours.

5. REPORTS, DRAWINGS, ETC.

All reports, drawings, plans and other data and material, including computer programs and other material in electronic media (collectively, "Materials") furnished to the Town shall become the Town's property and may be used by the Town (or such parties as the Town may designate) thereafter in such manner and for such purposes as the Town (or such parties as the Town may designate) may deem advisable, without further employment of or additional compensation to the Vendor. The Vendor shall not release or disclose to any third party any Materials produced for the Town without obtaining the Town's prior written consent. At no time shall the Vendor release or disclose to any third party any Materials furnished to the Vendor by the Town in connection with the performance of the Vendor's Services. Upon the expiration or termination of this Agreement for any reason, all Materials and other work product that have been accumulated, developed or prepared by the Vendor (whether completed or in process) shall become property of the Town and the Vendor shall immediately deliver or otherwise make available such Materials to the Town.

6. INSURANCE

The Vendor shall obtain and maintain the following insurance in amounts not less than the Minimum Insurance Limits set forth on page one of this Agreement during all times that the Vendor is performing Services and for at least one year after termination of this Agreement in the case of Commercial General Liability, Worker's Compensation and Employer's Liability insurance, and for at least the applicable period of limitations on actions provided by law in the case of Professional Liability insurance:

- a. Commercial General Liability insurance covering claims for injury to persons and damage to property. Such insurance shall include contractual liability and shall cover the use of all equipment and motor vehicles on the Site or transporting persons, equipment, materials or debris to and from the Site. Products and Completed Operations insurance shall be maintained for at least three years after completion of this Agreement.
- b. Professional Liability insurance for protection from claims arising out of the performance of professional services, including contractual coverage.
- c. Worker's Compensation Liability insurance in amounts not less than those required by law and Employer's Liability insurance.
- d. Automobile Liability insurance applicable for any contractor who has an automobile operating exposure for protection against bodily injury and property damage.
- e. Umbrella Liability insurance following the same form as the Contractor's underlying General Liability, Automobile Liability and Employer's Liability insurance, which shall be maintained for at least three years after completion of this Agreement.

Certificates of insurance evidencing the coverage required hereunder and copies of the policies, together with evidence that all premiums for such insurance have been paid, shall be filed with the Town prior to the commencement of the Services to be rendered by the Vendor hereunder. All such policies and certificates shall be written through companies and in forms acceptable to the Town's lender or lenders, if any. All policies shall contain a provision that coverages afforded by them will not be cancelled or amended until at least thirty (30) days prior written notice has been given to the Town. In the event that any policy is cancelled or amended, the Vendor shall immediately provide notice to the Town and take all steps necessary to reinstate such policy to conform to the requirements of this Agreement. The insurance provided under clause a, d and e, above, shall name the Town and such other parties as the Town shall require as "Additional Insured" parties. Insufficient insurance shall not release the Vendor from any liability for breach of its obligations under this Agreement.

At the request of the Town, a Subcontractor employed by the Vendor shall obtain and maintain a professional liability insurance policy covering negligent errors, omissions and acts of such Subcontractor or of any person or business entity for whose performance the Subcontractor is legally liable arising out of the performance of the contract for Subcontractor services. The Subcontractor shall furnish a certificate or certificates of such insurance coverage to the Town prior to the employment of such Subcontractor by the Vendor. A liability insurance policy maintained under this paragraph shall provide for coverage of such type and duration and in such amount as the Town shall require.

7. INDEMNIFICATION

To the maximum extent permitted by law, the Vendor agrees to indemnify, defend with counsel acceptable to the Town and save harmless the Town from all suits, actions, claims, demands, damages, losses, expenses and costs, including attorneys' fees, of every kind and description which the Town may incur or suffer resulting from, in connection with, or arising out of any act, error or omission of, or breach of contractual duties to the Town by, the Vendor, its agents, servants, employees or Subcontractors. The extent of the foregoing indemnification and hold harmless provisions shall not be limited by any provision of insurance required by this Agreement and shall survive the termination of this Agreement.

8. COMPLIANCE WITH LAW

It is the responsibility of the Vendor that the Project be conducted, and that all Services and other work performed by the Vendor hereunder be performed so as to comply with all applicable federal, state and municipal laws, regulations, codes, ordinances and orders, and any permit conditions as to which the Vendor has knowledge, as the same may be in effect as of the time of the performance of such work. In particular, without limitation, the Vendor agrees to comply with (a) all regulations pertaining to approvals for federal and state grants, and with all federal and state environmental laws and regulations, and assist in making any submissions with respect thereto and (b) all applicable requirements of the Massachusetts public construction and procurement laws, which are incorporated by reference herein.

9. **TERMINATION OF AGREEMENT**

The Town may terminate this Agreement as follows:

- a. Without cause, on ten days' prior written notice; or
- b. Immediately, by written notice to the Vendor, if the Vendor violates any of the provisions of this Agreement, or fails to perform or observe any of the terms, covenants or conditions of this Agreement, or abandons in whole or in part its Services, or becomes unable to perform its Services, hereunder. For purposes of this Paragraph 11, it is acknowledged that the Vendor's Services under this Agreement are personal services and may not be assumed by or assigned by a trustee in bankruptcy.

In the event of termination, the Vendor shall promptly deliver to the Town all Materials, including all documents, work papers, studies, calculations, computer programs, data, drawings, plans, specifications and other tangible work product or materials pertaining to the Services performed under this Agreement to the time of termination, and thereupon the Town shall pay to the Vendor any unpaid and undisputed balance owing for Services rendered prior to the date of termination. Any termination of this Agreement shall not affect or impair the right of the Town to recover damages occasioned by any default of the Vendor or to set off such damages against amounts otherwise owed to the Vendor.

10. **MISCELLANEOUS PROVISIONS**

- a. **Successors and Assigns.** Subject to the provisions of Subparagraph (b) below, the Town and the Vendor each binds itself, its partners, successors, assigns, and legal representatives to the other party.
- b. **Assignment by Vendor.** The Vendor shall not assign, sublet or transfer any of its obligations, responsibilities, rights or interests (including, without limitation, its right to receive any moneys due hereunder) under this Agreement without the written consent of the Town. Any assignment, subletting, or transfer by the Vendor in violation of this Paragraph 12(b) shall be void and without force or effect.
- c. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the Town and the Vendor with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Town and the Vendor.
- d. **Confidentiality.** The Vendor shall not, without the Town's prior written consent, release or disclose any information relating to the Project to anyone except as necessary to perform its duties hereunder.
- e. **Certifications.** The Vendor shall, from time to time, make such certifications and statements to the Town and to such of the Town's architects, designers, vendors and

lenders, and such other parties, as the Town shall reasonably request, in such form as the Town shall reasonably request, provided that the Vendor determines that such certifications are true and correct based upon the Services performed by the Vendor hereunder.

f. Additional Services. If the Town requests the Vendor to perform additional services beyond the scope of Services hereunder, the Vendor shall perform such additional services only upon obtaining written authorization from the Town including written agreement as to the method and amount of compensation for such additional services.

g. Disputes. All claims, disputes and other matters in question between the Town and the Vendor arising out of or relating to this Agreement or the breach thereof shall be submitted for resolution to a court of competent jurisdiction in _____ County, Massachusetts, unless otherwise agreed by the parties. No such action shall be brought, however, until the completion of all Services under this Agreement or the earlier termination thereof as provided in Paragraph 11 above, the parties agreeing to negotiate in good faith any claims, disputes or other matters in question during the term of this Agreement before resorting to litigation.

h. Limited Liability. No officer, director, member, employee, or other principal, agent or representative (whether disclosed or undisclosed) of the Town, nor any participant with the Town, shall be personally liable to the Vendor hereunder, for the Town's payment obligations or otherwise, the Vendor hereby agreeing to look solely to the assets of the Town for the satisfaction of any liability of the Town hereunder. In no event shall the Town ever be liable to the Vendor for indirect, incidental or consequential damages.

i. Governing Law. This Agreement shall be governed by the law of the Commonwealth of Massachusetts.

j. No Waiver. The Town's review, approval, acceptance or payment for Services under this Agreement shall not operate as a waiver of any rights under this Agreement and the Vendor shall be and remain liable to the Town for all damages incurred by the Town as the result of the vendor's failure to perform in conformance with the terms and conditions of this Agreement. The rights and remedies of the Town provided for under this Agreement are in addition to any other rights or remedies provided by law. The Town may assert a right to recover damages by any appropriate means, including but not limited to set-off, suit, withholding, recoupment, or counter-claim either during or after performance of this Agreement.

k. Interpretation. If any provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be deemed affected thereby. Paragraph headings are included herein for reference purposes only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.

11. EQUAL EMPLOYMENT OPPORTUNITY

- a. In connection with the performance of work under this Agreement, the Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, ancestry, age, sex or handicap. The Vendor shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Massachusetts Commission Against Discrimination (the "Commission"), setting forth the provisions of the Fair Employment Practices Law of the Commonwealth.
- b. In connection with the performance of work under this Agreement, the Vendor shall not discriminate in its relationships with Subcontractors or suppliers on the basis of race, color, religion, creed, national origin, ancestry, age, sex or handicap.
- c. The Vendor shall comply with all applicable laws and regulations pertaining to non-discrimination, equal opportunity and affirmative action, including without limitation executive orders and rules and regulations of federal and state agencies of competent jurisdiction.

12. CERTIFICATIONS BY VENDOR

By execution of this Agreement, the Vendor certifies:

- a. The Vendor has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Agreement.
- b. No Vendor to or subcontractor for the Vendor has given, offered or agreed to give any gift, contribution or offer of employment to the Vendor or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the Vendor or subcontractor of a contract by the Vendor.
- c. No person, corporation or other entity, other than a bona fide full-time employee of the Vendor, has been retained or hired by the Vendor to solicit for or in any way assist the Vendor in obtaining this Agreement upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to the Vendor.
- d. The Vendor shall comply with all applicable requirements of Section 39R of Chapter 30 of the Massachusetts General Laws.

13. TAXES

- a. By execution of this Agreement the vendor, pursuant to Section 49A of Chapter 62C of the Massachusetts General Laws, certifies under the penalties of perjury that it has, to the best knowledge and belief of the person(s) who signed this Agreement on the vendor's behalf, filed all state tax returns and paid all state taxes required under law.

b. The Town is exempt from payment of certain Sales and Use taxes applicable in the Commonwealth of Massachusetts. At the Vendor's request, Tax Exemption Certificates will be furnished by the Town to the Vendor with respect to such tax-exempt articles as may be required under this Agreement. The Vendor shall not pay, and the Town shall not reimburse or pay the Vendor or any other party either directly or indirectly for any tax for which an exemption is provided under law.

14. CONFLICT OF INTEREST

The Vendor acknowledges that the Town is a municipality for the purposes of Chapter 268A of the Massachusetts General Laws (the Massachusetts conflict of interest statute), and the Vendor agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with obligations of the Vendor based on said statute.

Exhibit B

SCOPE OF SERVICES

Please refer to specifications outlined in quote request 25-29 Scope of services.

This contract is such to all terms of Mass State Contract FAC114 for Janitorial Services.

The term of this contract is July 25, 2025 through July 24, 2026. The Town may renew for 2 additional 1-year terms, as the sole discretion of the town.

SCOPE OF SERVICES

The Contractor, unless otherwise specified, shall furnish all labor, tools, supplies, and equipment necessary for the complete and satisfactory performance of janitorial services. The areas to be cleaned are located at Reading Memorial High School and include: the Field House with a main floor of approximately 26,000 square feet, four locker rooms, a fitness room, wrestling room, three classrooms and an open lobby area with lavatories; a Pre-School area consisting of four classrooms, eight other rooms and five lavatories; a nine hundred seat auditorium, drama, band and chorus rooms; media center; cafeteria with two lavatories, sixty-nine classrooms, thirty-four miscellaneous small rooms and offices; one TV studio; thirty-four lavatories in addition to the Pre-School and locker rooms; hallways, stairwells and entrances. These areas total approximately 276,000 square feet. An additional area located at the Coolidge Middle School shall be cleaned seven hours nightly, Monday through Friday on days when school is in session – approximately 181 days during the school year. **(Maps of the buildings attached)**

These specific work requirements have been developed to provide both a sanitary and pleasant environment for teachers, employees, students and visitors. It is expected that the successful proposer shall do all work as outlined in these work requirements and any extra or incidental work as may be considered necessary, from time to time, to complete the work in a satisfactory manner.

Schedule for Cleaning: All cleaning shall be done during non-school hours, unless otherwise specified by the Director of Facilities. Cleaning shall be done between the hours of 7:00 pm and 12:00 am in the Main Building, and between the hours of 10:00 pm and 2:00 am in the Field House. Vacation and summer cleaning schedules shall be submitted to the Director of Facilities one (1) week prior to vacation.

DAILY CLEANING:

1) Classrooms and Office Areas

Empty waste baskets and wash, dry mop floors in general, sweep, vacuum carpeted rooms, dress and buff flooring as necessary; dust all horizontal surfaces using treated cloth or yarn duster, to include furniture, office equipment, window sills, door ledges, baseboards, locker tops, etc., within normal reach; dust air vents, remove finger marks from door glass, remove cobwebs from corner, floor and ceilings. All desks and chairs shall be moved nightly to accomplish the work on the complete classroom floor area. Clean and polish classroom sinks and wash table tops.

DAILY CLEANING (Continued):

2) Lavatories

Empty and wash waste baskets, wash urinals, wash sinks and bowls, wash toilets and both sides of toilet seats, clean mirrors, wash floors and shelves. Dust all partitions with treated cloth or yarn duster, dust air vents, wash tile walls, dispensers and receptacles. Re-stock supplies. A germicidal and sanitizing solution, approved by the Director of Facilities shall be used in all lavatory cleaning.

3) Hallways

The following procedures shall be followed:

- a. Dry mop floors — damp mop in bad weather. Buff and wax flooring as needed. In general, sweep, wash, dress and buff flooring nightly. Clean and sanitize water fountains, clean all rubber mats, dust all woodwork and walls with treated cloth or yarn duster and remove marks on walls and lockers. Lockers and walls shall be cleaned of any writing ink, pencil, etc., nightly.
- b. Hallways shall be burnished nightly. The Contractor shall provide a minimum of six (6) hours per night for the purpose of floor care.
- c. Corridor and stairwell windows — spot clean daily and wash all windows inside monthly.
- d. Stairwells – Vacuum and damp mop nightly.

4) All Lobbies/Entrance Ways

- a. Wash interior windows.
- b. Dry mop floors — damp mop in bad weather. Buff and wax floors as needed. In general sweep, wash, dress and buff floors nightly.
- c. Dust woodwork and sills with treated cloth or yarn duster.
- d. Remove marks on walls.

DAILY CLEANING (Continued):

5) Auditorium/Media Center/Gym/Field House/Locker Room Areas/Fitness Center

Empty and wash waste barrels, dry mop floors in general, damp mop in bad weather, sweep, vacuum carpeted floors, dress and buff flooring as necessary; dust all horizontal surfaces using treated cloth or yarn duster, to include door ledges, baseboards, bookshelves, etc.; dust air vents, remove finger marks from door glass, remove cobwebs from corners. Remove marks from walls, sweep bleachers and wet mop as needed, clean stage area and all seating in auditorium as needed. Sweep and machine wash Main Field House floor nightly. Use only Profi or equivalent cleaner approved by the Director of Facilities on the Field House floor. Vacuum Fitness Center floor, wet mop as needed. Clean interior windows, mirrors and water fountains in Fitness Center.

6) Cafeteria with two lavatories

Dry mop floor, Removal of gum as necessary, machine wash floor. Clean lavatories as listed for Daily Cleaning of Lavatories.

MONTHLY CLEANING:

1) Classrooms

Wash and spray buff floors, wash student desks if needed, wash waste baskets, wash whiteboards (or as requested), remove all finger marks and smudge marks from doors, door frames and woodwork in general, wash all interior windows, inside and out, remove all objectionable footmarks and other similar marks from the walls. Monthly cleaning will begin in late September and continue through June. The Contractor's supervisor shall report, using the log book, the daily progress on monthly cleaning, listing the number of personnel who shall be performing the work for each day of the monthly cleaning program.

VACATION CLEANING:

1) Hallways

Clean and sanitize all drinking fountains, remove all finger marks and smudges from doors, door frames, and woodwork in general including glass. Dust all light fixtures, pictures and other materials mounted on walls. Dust and wash with treated cloth or yarn duster, wash all rubber mats and floors, strip and wax floors. Wash face of lockers.

VACATION CLEANING (continued):

2) Classrooms

Dust all light fixtures, dust down all ceiling corners, dust all furniture using treated cloth or yarn duster; wash all desks — top and bottom — removing gum, etc., wash whiteboards and marker trays, dust tops of whiteboards and other materials mounted on the walls. Dust or vacuum all shades and blinds all overhead pipes and sprinklers, dust all hanging light fixtures; remove finger marks from doors, door frames, light switches, woodwork in general, and glass, remove all footmarks and other marks from walls. Wash waste baskets, inside of exterior windows and strip and wax floors.

Power vacuum carpeted area and spot clean as required. Each room and corridor area shall receive a vacation cleaning during the three (3) vacation periods in December, February and April.

3) Lavatories

Dust all light fixtures and air vents, dust ceiling corners with treated cloth or yarn duster, wash partitions and doors, wash all fixtures, wash floors, and re-stock all supplies such as paper towels, toilet tissue and liquid hand soap. This will be done during the three (3) vacation periods in December, February and April.

SUMMER CLEANING:

Shall commence immediately after school closing in June and will consist of items 5, 7, 8, 9 and 10. All classroom furniture shall be completely cleaned of any gum or foreign objects attached to tops and undersides of same.

All walls and partitions, including ceiling light fixtures, whiteboards and marker trays, air vents, etc., shall be completely cleaned and washed. All lockers shall be cleaned and washed, inside and out. All windows shall be washed inside. All storage, custodial, electrical and telephone/data closet floors shall be vacuumed.

Summer cleaning shall be completed no later than one week prior to the opening of the school year. The Contractor shall submit a schedule of cleaning to the Director of Facilities prior to beginning work.

All areas used during the summer school program including classrooms, offices, lavatories and corridors will be cleaned on a daily basis. Immediately after the summer School term is concluded, these areas will be given a summer cleaning to be completed no later than one week prior to the opening of the school year.

CARPET CLEANING:

Carpeting in all buildings shall be cleaned during the summer vacation.

All furniture, including file cabinets shall be moved by the Contractor before cleaning and placed in the same position after cleaning is finished.

The carpet in all locations is to be cleaned by the wet extraction method or equal. Where possible truck mounted extraction should be used.

If the Contractor is going to sub-contract carpet cleaning, they will be required to submit it with this quote.

- 1) Name of company doing work, which has been a registered business in Massachusetts for at least five (5) years prior to bid opening date.
- 2) The company shall have a minimum of five (5) years' experience in carpet cleaning using the method described.
- 3) The company shall furnish five (5) letters of reference of which three (3) must be current school contracts. The letter shall include the square footage of the areas cleaned.
- 4) Criminal Offender Registry Information (CORI) checks will be performed on all employees of the subcontractor prior to their starting work in a school. The subcontractor shall be given "CORI" record release forms to be filled out by their current or prospective employees and returned to the Human Resources Administrator for processing. The Superintendent of Schools shall have the right to deny subcontractor employees from being used to service Town of Reading if he/she finds them to be unsatisfactory for any reason.

SUPPLIES AND EQUIPMENT:

All supplies and equipment to perform the cleaning services, excluding Hand Soap, Trash Liners, Toilet Tissue and Paper Towels will be supplied by the Contractor. Contractor must give the names of products to be used with bid and supply MSDS sheets.

ADDITIONAL REQUIREMENTS AND COORDINATION:

- 1) The owner or a corporate officer of the company to whom this contract is awarded shall be expected to visit all areas covered by the contract on a periodic basis to determine that all requirements are effectively being carried out.
- 2) The Contractor shall maintain a log that shall be stored at a location designated by the Director of Facilities through which the Director of Facilities or Building Principal may communicate to the Contractor or Contractor's supervisor. The Contract Supervisor or his/her designee shall be responsible for checking the log each evening at the start of the cleaning shift.

- 3) Contractor's personnel or supervisor shall notify the Director of Facilities of any maintenance issues including: stopped toilets and drains, broken fixtures and equipment, broken windows, lights out of order, etc., through a written work order (forms to be provided by the Director of Facilities). Anything of immediate nature such as open or unlocked doors, or anything out of the ordinary shall be reported to the custodial supervisor for Reading Public Schools.
- 4) The Contractor may employ for their use the present electrical and water services in order to perform the work to be done. The Contractor shall be held responsible, however, for all damages to such services or equipment, or damage caused by such services if such damage be by reason of their use of such services or equipment.
- 5) It shall be the responsibility of the Contractor to see that all lights which have been turned on by his employees are extinguished when leaving the area.
- 6) In areas where any windows or exterior doors are open or opened by any one of the Contractor's personnel, it shall be the responsibility of the Contractor's Supervisor to see that these windows and doors are closed at the completion of the job. Any damage to the building, equipment and/or materials due to the negligence of the Contractor's personnel by not closing the windows, shall be assumed by the Contractor.
- 7) All areas that require unlocking to enter for cleaning or washing and waxing shall be re-locked at the completion of that job in that particular area.
- 8) Contractor's personnel shall not use the offices or office furniture if and when they stop for meal/rest breaks. A designated area will be specified by the Town to be used by the Contractor's personnel for meal/rest breaks. Contractor's personnel shall not disturb papers on desks, open drawers or cabinets, use telephones, computers, radios or televisions or tamper with personal property. Any damage or charges to such equipment or appliances due to the Contractor's personnel shall be assumed by the Contractor.
- 9) No wash water is to be dumped in the yard area, on or around any shrubbery, or in any wash sinks at any time. Wash water is not to be dumped into any floor drains. Wash water must be dumped into utility sinks only. These sinks must be cleaned after usage, removing all foreign material and flushing hot water to remove all wax and dirt from drains in order to eliminate any possibility of clogging. All mops will be rinsed clean after they have been used, to eliminate foul odors and the spreading of germs. Floor drain traps in the lavatories, locker rooms, science areas and art rooms will be kept full with water to eliminate foul odors.
- 10) The Contractor shall remove graffiti in all areas of the building for which they are responsible on a nightly basis with the exception that any graffiti of a threatening nature, or which contains names shall be reported by the supervisor immediately to the Director of Facilities or his/her designee. The Contractor shall then remove the graffiti only if instructed to do so by the Director of Facilities or his/her designee.

- 11) There shall be a meeting of the Contractor or their supervisor at least once a week with the Director of Facilities or his representative for the purpose of monitoring all aspects of the contract and the performance of the Contractor. These meetings shall be discontinued at the Director of Facilities' direction, but may be resumed if he/she feels that any part of the contract is not being properly fulfilled.
- 12) If for any reason, the daily work force shall not be on the job, the Director of Facilities shall be notified at least twenty-four (24) hours in advance. If work is not performed, Town employees shall perform such duties and the Contractor shall be billed accordingly. The Contractor will be billed at the Town's hourly overtime rate.
- 13) All rooms containing carpeting shall be HEPA vacuumed daily during the school year, plus general cleaning in the summer. All carpeting shall be spot cleaned during the year as required. All waste and other trash shall be removed from the building each night in plastic bags and disposed of in the school's dumpster.
- 14) Locker Rooms, Gym, Field House and Auditorium areas are to be cleaned each evening on the 10:00 pm to 2:00 am shift. The Gym and Field House bleachers shall be cleaned when open, including behind and underneath.
- 15) In the event that an accident occurs involving Contractor personnel, equipment or operations, and such accident results in injury or damage to personnel or equipment (whether it be Contractor or otherwise) the Contractor shall immediately notify the Director of Facilities.
- 16) If any areas of any buildings are being used, work shall be performed after the activities are finished. These activities shall include dances, athletic events, concerts/plays, banquets, etc. A schedule of events will be given to the Contractor when possible. At no time shall the Contractor's personnel have any contact with any students.
- 17) The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, sex, sexual orientation, age, or ancestry in connection with the performance of services under Agreement. The Contractor further agrees that it will comply with all laws, local by-laws, rules and regulations of the Massachusetts Department of Labor and all other regulatory bodies having jurisdiction.

EMERGENCY AND/OR SPECIALTY CLEANING:

The Contractor shall be required to provide personnel 24-hours per day, 7-days per week, for cleaning due to emergency or special conditions as deemed necessary by the Director of Facilities or his/her designee.

CHANGE ORDERS:

When, and if, conditions necessitate changes, additions, or deletions be made to the

contract, the Town Manager or his/her designee will issue the necessary change order in writing describing such changes and indicate the amount of the change in the contract price, if any. No extension of time will be allowed for any such change order unless so stated therein.

AUTHORITY:

All work done under this contract shall be done to the satisfaction of the Director of Facilities or his/her authorized agent(s), who shall in all cases determine the amount, quality and acceptability of services rendered.

AGENT/OWNER REPRESENTATIVE:

The Town of Reading agent and owner representative is the Director of Facilities.

PROTECTION OF PERSONS:

The Contractor shall take all proper precautions to protect persons from injury, unnecessary interference or inconvenience. The Contractor agrees to hold the Town of Reading harmless from any and all liability of every nature and description which may be suffered through bodily injuries, including death, to any person or persons, by reason of negligence of the Contractor, his agents, employees, or any sub-contractor.

PERSONNEL:

The Contractor shall use qualified personnel who are directly employed/supervised by the Contractor. All employees shall be carefully selected, well trained and motivated to do a good job. Criminal Offender Registry Information (CORI) checks will be performed on all employees of the contractor prior to their starting work in a school. The contractor shall be given "CORI" record release forms to be filled out by their current or prospective employees and returned to the Human Resources Administrator for processing. Failure by the contractor to ensure that all personnel working on school property have been CORI-cleared by the school Town will be grounds for termination of the contract.

All personnel shall wear uniforms identifying themselves as employees of the Contractor. The uniforms must be worn at all times while on the school premises.

The Contractor shall discharge or replace from service in Town of Reading any person who, in the opinion of the Town Manager or his/her designee, is incompetent, disorderly or otherwise unsatisfactory.

EMPLOYEE IDENTIFICATION:

Identification tags giving the name of employee and company and with a picture of the employee shall be worn at all times. Nametags shall be provided by the Contractor and shall be acceptable to the Town of Reading.

SAFETY PRECAUTIONS:

The Contractor shall employ all necessary safety precautions to prevent injury to persons, property and equipment.

PAYMENT:

Town of Reading requires that all service contracts be validated for funding by issuing a Purchase Order at the beginning of the contract period. The contractor will provide monthly invoices during the year referencing the purchase order provided by Town of Reading for that contract period. Invoices should be mailed directly to the Director of Facilities.

LENGTH OF CONTRACT:

The Contract shall be for a period of one (1) year with an option to renew for each of the two (2) consecutive years, as specified in the Town of Reading letter of award notification.

CANCELLATION OF CONTRACT:

The Town of Reading reserves the right to cancel and terminate the contract, in whole or in part, in the event that the services provided by the Contractor prove to be unsatisfactory or it is determined to be in the best interest of the Town of Reading to do so. Upon termination, the Town of Reading will only be obligated to pay for services rendered and the contractor shall not be entitled to any lost profits.

CONTRACT DOCUMENTATION/AUTHENTICATION:

The contractors quote, together with the specifications and requirements contained herein, the standard contract terms and conditions attached hereto, and the award letter shall constitute the contract.

CONTRACT EQUIPMENT:

The Contractor, with his quote, shall provide a list of all equipment to be used for general cleaning. This equipment shall be new and shall remain on site for the duration of this contract. The Town of Reading reserves the right to inspect, at any time, the equipment used by the Contractor.

SECURITY CONDITIONS:

The Contractor shall be responsible for all keys issued to their supervisor. Keys shall not be left indoors, and employees are not to admit anyone into the building where they are working, under any circumstances. The Contractor shall notify the Director of Facilities immediately if any keys issued to the supervisor are lost or stolen. Costs

associated with lost keys shall be assessed to the Contractor.

It shall be the responsibility of the Contractor to close and secure any and all open windows and exterior doors at the completion of the job each day. Any damage done to the building, equipment and/or materials due to the negligence of the contractor's personnel by not closing said windows and doors, shall be assumed by the Contractor. It shall be the responsibility of the Contractor to see that all lights, which have been turned on by employees, are extinguished when leaving the area. All areas that require unlocking to enter for cleaning or washing and waxing shall be re-locked at the completion of the job in that particular area.

The Contractor shall take all proper precautions to protect the Town of Reading's property from damage. Should any damage to the Town of Reading property be caused by the Contractor or Contractor personnel, the Contractor will be required to make immediate repairs. The Town may, however, elect to make repairs or replacement of damaged property itself and deduct the cost from monies due the Contractor.

Just prior to leaving the buildings that do not have Town of Reading employees working, Contractors cleaning personnel shall secure all doors, close all windows, turn off lights, and activate security alarms.

SUPERVISION:

The Contractor shall provide his own on-site supervision for the total and complete janitorial services specified throughout this contract. Supervisors shall be responsible for all of the buildings to be serviced and shall be employed for the sole purpose of supervising the janitorial services specified in this contract. The Contractor shall equip the supervisor with a cellular phone so that the Town's personnel may contact him/her during the hours of cleaning. **Supervisors will respond to all cellular calls within a reasonable amount of time. All cellular calls will be during the working hours for cleaning.**

The supervisor shall inspect all work in each building to ensure his/her staff accomplishes nightly cleaning. If work is not completed, he/she is to have proper personnel return to the job site and finish cleaning. All work is to be completed before the start of the next school day. **Supervisors shall be present at all meetings scheduled by the Director of Facilities or his representative.**

INSPECTIONS:

The Contractor shall prepare a checklist for all building areas to be cleaned. This list shall be submitted to the Town's agent for his/her approval on a daily basis (A copy of the list shall be provided with this quote). An inspection shall be conducted at the conclusion of each shift by the Town's agent and the Contractor's Supervisor, utilizing this checklist. If work performance is deemed satisfactory during the first three (3) months of the contract, the inspections may be reduced to one (1) per week; however, the frequency of these inspections can be increased at the sole discretion of the Town.

Following the inspection, immediate steps shall be taken by the Contractor's Supervisor to correct any deficiencies noted. A copy of the inspection report will be given to the Contractor's Supervisor and a copy will be filed with the Director of Facilities. Again, this checklist will be provided with the Contractor's bid.

SUPPLIES AND EQUIPMENT:

The contractor shall provide all necessary equipment, supplies and materials to accomplish the required cleaning of the facility with the exception of the items listed below. These materials will be supplied by the Town of Reading for point-of-use replenishment by Contractor personnel:

- a. Hand soap for dispensers
- b. Paper towels for dispensers and classroom use
- c. Toilet tissue
- d. Liners for waste receptacles

Contractor must supply the Town of Reading with the names of cleaning products used including corresponding MSDS sheets to be included in the quote process.

Only Latex Free gloves are to be used by the Contractor's personnel.

All equipment used by the Contractor shall be in safe operating condition at all times, free from defects or wear which may in any way constitute a hazard to any person or persons and the Town of Reading property. Any equipment that does not meet this requirement must be repaired to its proper operating condition prior to further use or it must be removed from the premises. All equipment removed from the premises must be replaced expeditiously so that the normal routine cleaning will not experience any delays.

The following list of equipment will be kept on site at all times:

- 2 --- 20"-26" Automatic scrubbing machines
- 2 --- 20" Automatic 2,000 high speed burnishing machines
- 1 --- 20/30 gallons extraction carpet cleaning unit
- 3 --- 5 gallon wet/dry vacuums
- 3 --- Backpack vacuums

Miscellaneous carpet vacuums and equipment (All carpet vacuums shall be HEPA filtered). **Storage Space**

The Town of Reading will provide limited space for the Contractor to store supplies and equipment that are required as a condition of this contract. The Contractor will be required to keep assigned storage areas neat and clean at all times and must store materials, supplies, and equipment in accordance with applicable fire regulations. There shall be no flammable materials stored in these areas.

Exhibit C

PRICING FROM QUOTE FORM

QUOTE FORM **JANITORIAL SERVICES READING SCHOOLS**

This Quotation MUST be signed by an authorized individual(s). The quote must be signed as follows: 1) if the quoter is an individual, by her/him personally; 2) if the quoter is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the quoter is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.

By signing this Quote Form, the quoter confirms compliance with applicable state and federal employment laws or regulations, including Worker's Compensation Insurance as required by M.G.L. Chapter 152.

The undersigned certifies under penalties of perjury that this quotation has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Business Name: Complete Cleaning Company Inc.

Business Address: 548 Chestnut Street

City/State/Zip: Lynn, MA 01904

Signed: Garry Beaver June 16, 2025
 (Date)

Printed Name: Garry Beaver Title: President

F.I.D. #: 04-2572789

Telephone: (781) 598-1666 Fax: (781) 598-4301

Email address: garry@complete-cleaning.com

This quote is provided under Massachusetts State contract FAC114. All terms and conditions of Contract FAC114.



QUOTE FORM (CONTINUED)

Please indicate the number of daily hours proposed to address each of the tasks below:

No.	Description	Hours
	Cleaning of Classrooms and Office Areas	25
	Cleaning of Lavatories	6.5
	Dry mop hallway floors	2
	Burnish hallways	8
	Wash interior windows for all lobby/entrance doors	1
	Dry mop lobby/entrance floor areas	1
	Clean auditorium	1.5
	Clean Cafeteria	1.5
	Clean Field House and Gymnasium areas	2.5
	Clean Locker Rooms	3
	Clean Media Center	1
	Estimated number of cleaning personnel to be on-site daily	15
	Estimated number of supervisor hours per day	7.5

	DESCRIPTION	YEAR 1 7/01/25 – 6/30/26	YEAR 2 7/01/26– 6/30/27	YEAR 3 7/01/27 – 06/30/28
A	Reading Memorial High School for 181 days	\$ 294,000.00	\$ 308,700.00	\$ 321,961.00
B	Coolidge Middle School @ 7 hours a day for 181 days	\$ 36,600.00	\$ 38,430.00	\$ 42,874.75
C	Summer Vacation Cleaning	\$ 48,500.00	\$ 50,925.00	\$ 52,452.75
D	Christmas Vacation Cleaning	\$7,000.00	\$ 7,350.00	\$ 7,570.50
E	February Vacation Cleaning	\$7,000.00	\$ 7,350.00	\$ 7,570.50
F	April Vacation Cleaning	\$7,000.00	\$ 7,350.00	\$ 7,570.50
TOTAL:		\$ 400,100.00	\$ 420,105.00	\$ 440,000.00

QUOTE FORM (CONTINUED)

TOTAL ESTIMATED CONTRACT VALUE: Add the totals of all years together (1+2+3)

One Million Two Hundred and Sixty Thousand Two Hundred and Five	\$	1,260,205.00
(Written Amount)		(Figure)

In the case of discrepancy between the written amount and the figure, the written amount will prevail.

The amounts in boxes C - F will be purchased separately. Invoicing will be done by dividing items A + B into 12 equal amounts. The Town of Reading will advise the Contractor when and if they will engage in services for the vacation cleaning. This would be invoiced separately.

END OF QUOTE FORM

August 15, 2025

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

Subject: J Warren Killam Elementary School - Move Services
Invoice #13962

Dear Mr. Kraunelis,

Colliers Project Leaders, the Owner's Project Manager, has reviewed the attached, Complete Cleaning Co, invoice #13962, and recommend payment of \$900.00 for move services for the J Warren Killam Elementary School Project.

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

Invoice Number	Task	Request This Period	ProPay Code
13962	Modular Relocation – Move Services	\$900.00	0603-0000

Please feel free to contact me at (617) 860-2267 if you have any questions concerning this invoice.

Sincerely,



Justin Ferdenzi,
Project Manager
Justin.ferdenzi@collierseng.com

cc: Tom Milaschewski, Superintendent
Carla Nazzaro, School Building Committee Chair

Attachment: Complete Cleaning Invoice #13962

\$900.00- ProPay Code: 0603-0000

CAPITAL

Invoice

Complete Cleaning Co., Inc.

548 Chestnut Street

Lynn, MA 01904

Tel: 781-598-1666 - Fax: 781-598-4301

345324

Date	Invoice #
6/23/2025	13962

Bill To
Reading Public Schools ATTN: Kevin Gerstner 62 Oakland Road Reading, MA 01867

P.O. #
Verbal Kevin G.

# of Hours	Description	Rate	Amount
30	Extra Requested Services: Killam School June 18, 2025 Moved contents from 4 classrooms into gymnasium.	30.00	900.00

Org# 50168582-
 Obj# 582022
 Location
 Pymt Appr
 Date 6/23/25

	Total	\$900.00
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INDUSTRIAL, COMMERCIAL and OFFICE MAINTENANCE
 Floor Cleaning • Waxing • Full Janitorial Services • Insured

August 15, 2025

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

**Subject: J. Warren Killam Elementary School Project Management – ADF Painting
PO #26000411**

Dear Mr. Kraunelis:

Colliers Project Leaders has reviewed and based on the recommendation from the Town of Reading, we are recommending the approval of ADF painting PO #26000411 to the J. Warren Killam Elementary School project.

ADF Painting PO #26000411 is for the Modular relocation painting services for a total of *Three Thousand and 00/100 Dollars (\$3,000.00)*. (ProPay Code: 0603-0000)

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

Sincerely,



Justin Ferdenzi,
Project Manager
Justin.ferdenzi@collierseng.com

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

ADF Painting Co

Adam Fijalkowski
134 Brady Ave
Salem, NH 03079

Phone # 978.846.2515

adam@adfpainting.com
adfpainting.com

Invoice

Date	Invoice #
8/11/2025	1565



ADF PAINTING CO

Bill To

TOWN OF READING
16 LOWELL STREET
READING, MA. 01867

P.O. No.

Description	Est Amt	Amount
DETAILS for EXTERIOR painting INVOICE for TOWN OF READING PROJECT LOCATION: READING MEMORIAL HIGH SCHOOL PROJECT: MODULAR CLASSROOM EXTERIOR PAINTING AREAS INCLUDED: WALLS TRIM AND DOORS AREAS NOT INCLUDED: >DECKS >ALL WORK WAS DONE AS QUOTED TOTAL LABOR FOR ALL WORK: APPROX 35 HOURS WITH NIGHTS AND WEEKEND RATES 1. ADAM FIJALKOWSKI 11 HOURS @ \$90.00 \$990 2. JOHN HOGAN 11 HOURS @ \$70.00 \$770 3. ERVIN STROKA 4 HOURS @ \$70.00 \$280 4. MIKE BONO 4 HOURS @ \$70.00 \$280 TOTAL COST OF ALL PAINT AND MATERIALS: see receipt \$680.00 **THIS JOB LABOR COST IS BASED ON CURRENT PREVAILING WAGE RATES FOR "BRUSH AND REPAINT" TOWN WAGE SCHEDULE . PREVAILING WAGE RATES FOR ADF EMPLOYEES RANGE FROM \$35.00/HR TO \$65.00/HR DEPENDING ON EXPERIENCE AND D.O.L. "STEP" CLASSIFICATIONS	2,500.00 500.00	2,320.00 680.00
Total		\$3,000.00
Payments/Credits		\$0.00
Balance Due		\$3,000.00

Org#
Obj#
Location
Pymt Appr
Date

[Handwritten Signature]
8/11/25

MASSACHUSETTS WEEKLY CERTIFIED PAYROLL REPORT FORM



Company's Name: ADF PAINTING CO LLC		Address: 134 BRADY AVE SALEM NH		Phone No.: 8978.846.2515		Payroll No.: 81525															
Employer's Signature: 		Title: OWNER		Contract No.: 47-4302157		Work Week Ending: 8/15/25															
Awarding Authority's Name: TOWN OF READING		Public Works Project Name: RMHS MODULAR EXTPAINTING		Public Works Project Location: 62 OAKLAND AVE		Min. Wage Rate Sheet Number															
General / Prime Contractor's Name: ADAM FIJALKOWSKI		Subcontractor's Name:		"Employer" Hourly Fringe Benefit Contributions																	
Employee Name & Complete Address	Work Classification:	Employee is OSHA 10 certified (?)	Appr. Rate (%)	Hours Worked							Project Hours (A)	Hourly Base Wage (B)	Health & Welfare Insurance (C)	ERISA Pension Plan (D)	Supp. Unemp. (E)	Total Hourly Prev. Wage (F)	(A x F)		Check No. (H)		
				Su.	Mo.	Tu.	We.	Th.	Fr.	Sa.							All Other Hours	Total Gross Wages		Project Gross Wages	
ADAM FIJALKOWSKI	OWNER	Y	100	8/10							8/9		NA				90		990		NA
MIKE BONO	JM	Y	100	8/10							6	11	40				50		200		EFT 8/22
ERVIN STORKA	JM	Y	100	8/10								4	40				50		200		EFT 7/18
JOHN HOGAN	JOURNEYMAN	Y	100	8/10							8/9	6	40				50		550		EFT 7/18

Are all apprentice employees identified above currently registered with the MA DLS's Division of Apprentice Standards?

For all apprentices performing work during the reporting period, attach a copy of the apprentice identification card issued by the Massachusetts Department of Labor Standards / Division of Apprentice Standards.

NOTE: Pursuant to MGL c. 149, s. 27B, every contractor and subcontractor is required to submit a **true and accurate** copy of their certified weekly payroll records to the awarding authority by first-class mail or e-mail. In addition, each weekly payroll must be accompanied by a statement of compliance signed by the employer. Failure to comply may result in the commencement of a criminal action or the issuance of a civil citation.

YES ☐ NO ☒

No apprentices are identified above ☒

Date Received by Awarding Authority / /

F
R
O
M

Colorworks Paint & Decorating Melrose
397 Main Street
Melrose MA 02176
Phone: (781) 662-4701 Fax: (781) 662-4803

Invoice

Number	Date	Page
G0373674	8/9/2025	1

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8462515
ADF PAINTING
134 BRADY AVE
SALEM NH 03079

Phone	Fax	Clerk	Terms	PO Number	Required	Delivery
(978) 846-2515		SR	Net 60	MELROSE		Pick Up

Item Number	Description	List	Quantity	U/M	Tax	Unit Price	Extension
N4013X05	REGAL SELECT EXT HB LOW LUSTRE 3X 5GAL *: csp -805 match	423.99	2.00	5GAL	N	311.99	622.98
N4014X01	REGAL SELECT EXT HB LOW LUSTRE 4X GAL *: 8-9-25 BLACK	84.99	1.00	GAL	N	62.99	62.99

Total Discount Savings - See email copy THANK YOU FOR SHOPPING AT COLORWORKS RECEIPT NEEDED FOR REFUNDS OR EXCHANGES TINTED COLORS ARE NONRETURNABLE Please tell us about your shopping experience by visiting https://www.surveymonkey.com/r/ColorWorks				SubTotal Sales Tax Total		\$685.97 \$0.00 \$685.97
				Visa Tendered Auth Change Due		\$685.97 \$0.00



G0373674

Signature : _____

Print Name : _____



Town of Reading

Accounting Department

16 Lowell Street
Reading, MA 01867

(781) 942-9005
FAX (781) 942-9037
Tax Exempt
#04-6001277

Purchase Order

Fiscal Year 2026

Page 1 of 1

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

Purchase Order Number **26000411**

Purchase Order Date **08/06/2025**

Department **145 GENERAL FINANCE**

Bill To
Town of Reading
16 Lowell Street
Reading, MA 01867

145001

Ship To
TREASURER'S OFFICE
TOWN OF READING
16 LOWELL ST
READING, MA 01867

Vendor
ADAM FIJALKOWSKI
ADF PAINTING CO
134 BRADY AVE
SALEM, NH 03079

1. Invoice must show units and unit price for each item.
2. Issue bill for each PO. Do not bill 2 or more orders on same invoice.
3. All invoices **MUST** be in duplicate and include Tax ID#.
4. Ship all goods prepaid.

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
		352038	26000445	Cindy McGrath	

NOTES

MODULAR CLASSROOM EXTERIOR PAINTING

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	MODULAR CLASSROOM EXTERIOR PAINTING	1.0000	EACH	\$3,000.0000	\$3,000.00

VENDOR SIGNATURE REQ'D FOR ORDERS > \$10,000

Town Manager

Sharon Angstrom, cm

Department Head

Purchase Order Total

\$3,000.00

VENDOR COPY

ADF Painting Co

Adam Fijalkowski
134 Brady Ave
Salem, NH 03079

Phone # 978.846.2515

adfpainting.com

adam@adfpainting.com



ADF PAINTING CO

Proposal

Date	Estimate #
8/6/2025	2130

Name / Address
TOWN OF READING 16 LOWELL STREET READING, MA. 01867

Project	
Description	Total
DETAILS for EXTERIOR painting PROPOSAL for TOWN OF READING PROJECT LOCATION: READING MEMORIAL HIGH SCHOOL PROJECT: MODULAR CLASSROOM EXTERIOR PAINTING AREAS INCLUDED: WALLS TRIM AND DOORS AREAS NOT INCLUDED: >DECKS *This proposal is based off information provided via IN PERSON meeting SITE VISIT SCOPE OF WORK: This estimate is for prep, spot priming, painting and clean up *This proposal is for MATCHING OR NEW COLORS PREP: >Areas will be sanded and caulked where needed PRIMER: >All stained or discolored areas will be spot primed with 1 coat of Zinsser Cover Stain oil based bonding primer PAINTING: >All included areas will be painted with 2 coats of BM Corotech Command eggshell/satin finish latex low VOC, non toxic paint in the MATCHING OR NEW COLOR	
Total	

Signature

Adam Fijalkowski
134 Brady Ave
Salem, NH 03079

adfpainting.com

adam@adfpainting.com



ADF PAINTING CO

Date	Estimate #
8/6/2025	2130

Name / Address
TOWN OF READING 16 LOWELL STREET READING, MA. 01867

	Project	
Description		Total
CLEAN UP: >All areas will be cleaned and all work debris will be bagged and either put in on-site dumpster or taken off-site by ADF Painting Co at no charge >All paint will be labeled and left with facilities manager for future touch ups and color reference TOTAL LABOR FOR ALL WORK: APPROX 35 HOURS WITH NIGHTS AND WEEKEND RATES TOTAL COST OF ALL PAINT AND MATERIALS **THIS JOB LABOR COST IS BASED ON CURRENT PREVAILING WAGE RATES FOR "BRUSH AND REPAINT" TOWN WAGE SCHEDULE . PREVAILING WAGE RATES FOR ADF EMPLOYEES RANGE FROM \$35.00/HR TO \$65.00/HR DEPENDING ON EXPERIENCE AND D.O.L. "STEP" CLASSIFICATIONS **ALL PAINT WILL BE PURCHASED BY ADF PAINTING AND PUT ON ADF PAINTINGS ADF PAINTING'S ACCOUNT AT COLORWORKS PAINT STORE IN CHELMSFORD. WE HAVE QUOTED FOR PREMIUM PANTS FROM BENJAMIN MOORE TO ENSURE COLORS COVER IN THE QUOTED NUMBERS OF COATS AND ALSO FOR LONG TERM DURABILITY, COLOR RETENTION AND IMPROVED OVERALL LOOK OF THE PROJECTS QUALITY. THIS PAINT IS ALSO LOW VOC WHICH SHOULD CAUSE NO DISRUPTION TO OCCUPANTS OF THE BUILDING WHILE WE ARE WORKING. Sales Tax		2,500.00 500.00 <

Signature



Town of Reading
16 Lowell Street
Reading, MA 01867-2685

FAX: (781) 942-9070
Email: purchasing@ci.reading.ma.us
Website: www.readingma.gov

Procurement Office
(781) 942-6696

December 13, 2022

ADF Painting Co. LLC
Attn: Adam Fijalkowski
134 Brady Ave.
Salem, NH 03079

Dear Mr. Fijalkowski,

It is the intent of the Town of Reading to award Contract No. 23-10 "On Call Painting Services Contract" to your company in accordance with your bid opened on October 20, 2022.

Please sign the contract within DocuSign and return to me a certificate of insurance and a payment bond equal for \$24,075 (50% of the contract value) directly to me at the address above. The Town will then sign the Contract Agreement completing the award process. You will receive a copy of the finalized Contract Agreement.

We look forward to working with you.

Very truly yours,

Allison Jenkins

Allison Jenkins
Procurement Officer

**TOWN OF READING
CONTRACT # 23-10**

THIS AGREEMENT for On-Call Painting Contract (hereinafter the "Project") is made the 12th day of December, 2022, by and between **enter name of company** a corporation (*or partnership, etc.*) organized under the laws of the Commonwealth of Massachusetts (*or the State of ____*), with a usual place of business at **enter legal address**, hereinafter called the **Contractor**, and the Town of Reading, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts, acting through its Town Manager, hereinafter referred to as the **Town**.

WITNESSETH that the **Contractor** and the **Town**, for the consideration hereinafter named, agree as follows:

ARTICLE 1: AGREEMENT DOCUMENTS

The Agreement consists of the following, and in the event of conflicts or discrepancies among them, they shall be interpreted on the basis of the following priorities:

1. This Agreement;
2. The Invitation For Bid, Specifications;
3. The **Contractor's** Bid on the Form of General Bid;
4. Drawings required for the Project, if applicable and
5. Copies of all required bonds, certificates of insurance and licenses required under the contract;

EACH OF WHICH IS ATTACHED HERETO. These documents form the entire agreement between the parties and there are no other agreements between the parties. Any amendment or modification to this agreement must be in writing and signed by an official with the authority to bind the **Town**.

ARTICLE 2: SCOPE OF THE WORK

The **Contractor** shall furnish all supplies, materials and equipment, and perform all labor, services and work shown on the Agreement documents, and the **Contractor** agrees to do everything required by this Agreement and the documents.

ARTICLE 3: TERM OF AGREEMENT

This Agreement shall be for a term of year(s), commencing on, November 1, 2022 and ending on October 31, 2023, unless sooner completed and subject to annual appropriation. This Agreement shall not be renewed or extended unless provisions for renewal or extension were contained in the Request for Proposals, in which *event* the Agreement may be extended or renewed at the sole option of the Town, and upon the terms described therein.

Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in an Agreement, the *effective* start date of performance under an Agreement shall be the date a Contract has been executed by an authorized signatory of the **Contractor and the Town**, or a later date specified in the Agreement or the date of any approvals required by law or regulation, whichever is later.

ARTICLE 4: THE AGREEMENT SUM

The **Town** shall pay the **Contractor** for the performance of this Agreement a sum NOT TO EXCEED **values and amounts included on bid sheet**, including all reimbursable expenses.

ARTICLE 5: PAYMENT

The **Town** shall make payment as follows:

- a. The **Town** shall make payment thirty (30) after receipt of an invoice for work performed or materials supplied, or finished product supplied the previous month.
- b. With any invoice the **Contractor** shall submit evidence satisfactory to the **Town** that the goods or supplies *have* been delivered, or that the work has been completed and that all payrolls, material bills and other indebtedness connected with the work has been paid. The billings shall include, if applicable, all charges for consultants, subcontractors, plans, equipment, models, renderings, *travel*, reproductions, postage and delivery, and all other expenses. There shall not be any markup for overhead, administration or profit for any of the above-listed services.
- c. With any invoice the **Contractor** shall submit evidence satisfactory to the **Town** that the goods or supplies *have* been delivered, or that the work has been completed and that all payrolls, material bills and other indebtedness connected with the work has been paid. The billings shall include, if applicable, all charges for materials, consultants, subcontractors, plans, equipment, models, renderings, *travel*, reproductions, postage and delivery, and all other expenses. There shall not be any markup for overhead, administration or profit for any of the above-listed services.
- If for any reason the **Town** makes a payment under this Agreement in error, the Town may *recover* the amount overpaid or, if applicable, may apply any overpayment to a future installment payment.
- e. The Town is not responsible for payment of invoices sent to an address other than specified at the end of this Article.
- f. Please see the attached "Sample Quote/Invoice Form" for information required for any quote or invoice payment. You do not need to use this exact form, however, the data on the form must be included within your quote or invoice.
- g. Invoices for services procured under this Agreement are to be sent to: Town of Reading Attn: Joe Huggins, Facilities Director, 62 Oakland Road, Reading, MA 01867.

ARTICLE 6: PROMPT PAYMENT DISCOUNTS

The **Contractor** will allow a Prompt Payment Discount for payment made by the **Town** within the number of days from the date of receipt of the invoice, or the date of the receipt of the product or service, whichever occurs later as outlined in the Form of General Bid.

ARTICLE 7: TAX EXEMPT STATUS

The **Town** represents that it is exempt from federal excise, state, and local taxes, and that sales to it are exempted from Massachusetts sales and use tax. If in the future the **Town** becomes subject to any such taxes, the **Town** shall reimburse the **Contractor** for the tax paid by the **Contractor** on behalf of the **Town**. Any other taxes imposed on the **Contractor** shall be borne solely by the **Contractor**.

ARTICLE 8: NONPERFORMANCE

In the case of any default on the part of the **Contractor** with respect to any of the terms of this Agreement, the **Town** shall give written notice thereof, and if said default is not made good within such time as the **Town** shall specify in writing, the **Town** shall notify the **Contractor** in writing that there has been a breach of the Agreement and thereafter the **Town** shall have the right to terminate this Agreement and secure the completion of the work remaining to be done on such terms and in such manner as the **Town** shall determine, and the **Contractor** shall pay for the completion of such work and reimburse the **Town** for all expenses incurred by reason of said breach. The **Contractor** in case of such breach shall be entitled to receive payment only for work completed satisfactorily prior to said breach, so long as the total paid hereunder does not exceed the Agreement sum, and the amount of any balance due the **Contractor** shall be determined by the **Town** and certified to the **Contractor**.

ARTICLE 9: TERMINATION

In addition to the provisions of Article 8, the **Town** shall have the right to terminate this Agreement if funds are not appropriated or otherwise made available to support the continuation of the Agreement after the first year.

The **Town** shall also have the right to immediate termination:

- a. any material misrepresentation made by the **Contractor**.
- b. any failure by the **Contractor** to perform any of its obligations under this Agreement including, but not limited to, the following:
 - i. failure to commence performance of this Agreement at the time specified in this Agreement due to a reason or circumstance within the **Contractor's** reasonable control;
 - ii. failure to perform this Agreement with sufficient personnel and equipment or with sufficient material to ensure the completion of this Agreement within the specified time due to a reason or circumstance within the **Contractor's** reasonable control;
 - iii. failure to perform this Agreement in a manner reasonably satisfactory to the **Town**;
 - iv. failure to promptly re-perform within reasonable time the services that were rejected by the **Town** as erroneous or unsatisfactory
 - v. discontinuance of the services for reasons not beyond the **Contractor's** reasonable control;
 - vi. failure to comply with a material term of this Agreement, including, but not limited to, the provision of insurance and nondiscrimination; and
 - vii. any other acts specifically and expressly stated in this Agreement as constituting a basis for termination of this Agreement.

The **Contractor** shall have the right to terminate this Agreement if the **Town** fails to make payment within 45 days after it is due.

ARTICLE 10: EMPLOY COMPETENT PEOPLE

The **Contractor** shall employ only competent people to do the work. Whenever the **Town** shall notify the **Contractor** in writing that any person under the **Contractor's** employ is, in the **Town's** opinion, incompetent, unfaithful, disorderly or otherwise unsatisfactory, or not employed in accordance with the provisions of this Agreement, such person shall be discharged from the work and shall not again be employed on the Project, except with the consent of the **Town**.

ARTICLE 11: CHANGE IN SCOPE OF SERVICES

If this Agreement is pursuant to M.G.L. Ch. 30B, the **Town** may increase the quantity of supplies or services or both specified in this Agreement provided:

- the unit prices remain the same or less;
- the procurement officer has specified in writing that an increase is necessary to fulfill the actual needs of the **Town** and is more economical and practical than awarding another contract;
- the **Town** and **Contractor** agree to the increase in writing;
- the increase in the total Agreement price does not exceed 25 percent but a Agreement for the purchase of gasoline, special fuel, fuel oil, road salt or other ice and snow control supplies shall not be subject to this limit; and
- the **Town**, with the agreement of the **Contractor**, may reduce the unit price for supplies or services or both specified in an Agreement to be paid by the **Town** at any time during the term of the Agreement or when an option to renew, extend or purchase is exercised.

ARTICLE 12: NOTICE

All notices required to be given under this Agreement shall be given in writing and shall be effective upon receipt by hand delivery or certified mail to:

The Town of Reading:

Fidel Maltez
Town Manager
Town Hall
16 Lowell Street
Reading, MA 01867

The Contractor

Name: ADAM FIJALKOWSKI

Title: OWNER

Company Name: ADF PAINTING CO

Address: 134 BRADY AVE

City, State Zip: SALEM NH 03079

ARTICLE 13: INSURANCE

a. The **Contractor** shall, at its own expense, obtain and maintain general liability and motor vehicle liability insurance policies protecting the **Town** in connection with any operations included in this Agreement, and shall have the **Town** as an additional insured on the **Contractor's** liability policies, as noted in the IFB.

b. All insurance coverage shall be in force from the time of the Agreement to the date when all work under the Agreement is completed and accepted by the **Town**. Since this insurance is normally written on a year-to-year basis, the **Contractor** shall notify the **Town** should coverage become unavailable or if its policy should change.

c. The **Contractor** shall, before commencing performance of this contract, provide for the payment of compensation and the furnishing of other benefits by an insurance company duly licensed to do business in accordance with Massachusetts General Laws, Chapter 152, as amended, to all employed under the Agreement and shall continue such insurance in full force and *effect* during the term of the contract.

d. Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the contract. Any cancellation of insurance whether by the insurers or by the insured shall not be valid

- unless written notice thereof is given by the party proposing cancellation to the other party and to the **Town** at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice.

ARTICLE 14: INDEMNIFICATION

The **Contractor** shall indemnify, defend, and save harmless the **Town** and all of the **Town's** officers, agents and employees from and against all suits and claims of liability of every name and nature, including costs of defending any action, for or on account of any injuries to persons or damage to property of the **Town** or any person, firm, corporation or association arising out of or resulting from any act, omission, or negligence of the **Contractor**, its subcontractors and its and their agents or employees in the performance of the work covered by the Agreement and/or failure to comply with terms and conditions of the Agreement, but only in respect of such injuries or damages sustained during the performance and prior to the completion and acceptance of the work covered by the Agreement and to the extent such injuries or damages are not covered by the **Town's** insurance. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the **Contractor** under the Agreement.

ARTICLE 15: CORI CERTIFICATION

 X Services Do Require a CORI check Services Do Not Require a CORI check

If the above certification is checked "Services Do require CORI check," the **Contractor** hereby acknowledges the right of the **Town** to conduct a criminal background check on all individuals providing such services under this contract, in accordance with state law. In accordance with G.L. c. 6, §§ 167-178B, the Town may request and obtain all available criminal offender record information (CORI) from the Criminal History Systems Board on any of **Contractor's** employees who may have unsupervised contact with children, the disabled, or the elderly during the performance of their work under this Contract. The Town's assessment of CORI records is based on regulations issued by the Executive Office of Health and Human Services, 101 C.M.R. 15.00-15.17.

Pursuant to G.L. c. 6, §§ 178C-178P, the **Contractor** also authorizes the **Town** to use local and national sexual offender registry information (SORI) to determine if any of the Contractor's employees pose an unreasonable risk to children, the disabled, or the elderly during the performance of their work under this Agreement.

ARTICLE 16: MATERIALS AND WORKMANSHIP

Unless otherwise specified, all materials and equipment incorporated in the work under the Agreement shall be new. All workmanship shall be first class and by persons qualified in the respective trades.

ARTICLE 17: GUARANTEE OF WORK

- Except as otherwise specified, all work shall be guaranteed by the **Contractor** against defects resulting from the use of inferior materials, equipment, or workmanship for one year from the date of final completion of the Contract.
- If, within any guarantee period, repairs or changes are required in connection with guaranteed work, which in the opinion of the **Town** are rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Contract, the **Contractor** shall, promptly upon receipt of notice from the **Town** and at its own expense:
 - Make goods and services conform to this Agreement;
 - Make good all damage to the **Town**, or equipment or contents thereof, which, in the opinion of the **Town**, is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance

, with the terms of the Agreement; and Make good any work or material, or the equipment or site, which is disturbed in fulfilling any such guarantee.

ARTICLE 18: USE OF CONTRACTOR'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

- a. All Drawings, Specifications, and other documents (including sketches, computations, test data, survey results, photographs, renderings, models, and other material peculiar to the Services) prepared by the **Contractor or Contractor's** Consultants shall become the property of the **Town** upon payment of sums due under the contract. The **Town** acknowledges the copyright of the **Contractor** and the **Contractor's** Consultants.
- b. The **Town** may use the Drawings, Specifications and such other documents prepared by the **Contractor** or the **Contractor's** Consultants as needed for the construction, maintenance, repair, or modification of the **Project**.
- c. The **Town** shall hold the **Contractor** and the **Contractor's** Consultants harmless and release from any claims arising out of any use of or changes to the documents made by the **Town** or his representatives during any other construction not a part of this contract.
- d. Pursuant to Massachusetts General Laws, Chapter 7 Section 38H, paragraph *W*, **Contractor** shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by **Contractor** in the preparation of the bid documents, as reasonable determined by **Town**.

ARTICLE 19: GOVERNING LAW

This Agreement and performance hereunder are governed in all respects by the laws of the Commonwealth of Massachusetts and all other applicable by-laws and administrative rules, regulations and orders.

ARTICLE 20: CONSENT TO VENUE

- a. The **Contractor** agrees that It shall commence and litigate all legal actions or proceedings arising in connection with this Agreement exclusively in the Woburn District Court or in the Middlesex County Superior Court, both of which are located in the County of Middlesex, Commonwealth of Massachusetts. The aforementioned choice of venue is intended to be mandatory and not permissive in nature, thereby precluding the possibility of litigation commenced by the **Contractor**, with respect to or arising out of this Agreement, in any court or forum other than those specified in this paragraph.
- b. It is further agreed that the parties to this Agreement hereby waive their rights to a jury trial.
- c. Each party hereby waives any right it may have to assert the doctrine of forum non convenient or similar doctrine or objection to venue with respect to any proceeding brought in accordance with this Article and stipulates that the Norfolk Division of the Superior Court Department of the Massachusetts Trial Court shall have in personal jurisdiction and venue over each of them for the purposes of litigating any dispute, controversy, or proceeding out of or related to this Agreement. In the event the **Contractor** commences suit or other proceeding in any other court or forum, it agrees to immediately dismiss its suit or other proceeding and if it fails to do so and the Town acts to dismiss or otherwise dispose of the suit, the **Contractor** shall dismiss its suit and be liable to the **Town** for the reasonable legal fees and costs needed to have the matter dismissed.

d. The **Contractor** hereby authorizes and accepts service of process sufficient for personal jurisdiction in any action against it as contemplated by these paragraphs by postage prepaid, registered mail, and return receipt requested, to its address as set forth in this Agreement.

e. The **Contractor** shall not enter into any agreement with or employ the services of any subcontractor unless the agreement with the subcontractor provides that the subcontractor is subject to and will comply with the provisions of this Article.

ARTICLE 21: WORK PRODUCT

Upon payment of all amounts due under this Agreement, the **Town** shall become the owner of all work product, specifications, plans, maps, data, conclusions, computations and electronic data created under this Agreement. The **Town** agrees that the information contained therein was produced specifically for this Agreement and agrees to hold the **Contractor** harmless from any liability of the **Town's** use of these documents in any future project not directly related to the subject matter of this Agreement. Prior to engaging the services of any Subcontractor the **Contractor** shall provide to the **Town** writing from the Subcontractor that he assents to this Work Product Article.

ARTICLE 22: SUBCONTRACTING

The **Contractor** shall not subcontract any of the work, which it is required to perform under this Agreement to any corporation, entity or person without the prior written approval of the **Town**.

ARTICLE 23: INDEPENDENT CONTRACTOR

All of the services to be performed under the terms of this Agreement will be rendered by the **Contractor** as an independent contractor. None of the terms of this Agreement shall create a principle-agent, master-servant or employer-employee relationship between the **Town** and the **Contractor**.

ARTICLE 24: BINDING AGREEMENT AND ASSIGNMENT OF INTEREST

This Agreement shall be binding upon the **Town** and the **Contractor** and the partners, successors, heirs, executors, administrators, assigns and legal representatives of the **Town** and the **Contractor**. Neither the **Town** nor the **Contractor** shall assign, sublet or transfer any interest in this Agreement without the written consent of each other, and such consent shall not be unreasonably withheld.

ARTICLE 25: PREVAILING WAGE RATES

If the work under this Agreement involves the construction of public works the **Contractor** agrees to pay the prevailing wage and comply with Massachusetts General Laws, Chapter. 149, §§ 26 - 27D and a Statement of Compliance is included in the Contract Documents. Pursuant to Massachusetts General Laws, Chapter. 149 §§ 26 & 27B, the **Contractor** (and every Subcontractor) shall file weekly certified payroll records with the **Town** for all employees who have worked on the Project. The **Town** and the **Contractor** must preserve said records for a period of not less than three years.

ARTICLE 26: CONFLICT OF INTEREST

By execution of this Agreement with the **Town**, the **Contractor** acknowledges that the **Town** is a municipality for the purposes of Massachusetts General Law Chapter 268A (the 8 Massachusetts conflict of interest statute), and agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with the obligations of the **Contractor** based on said statute.

ARTICLE 27: CONFIDENTIALITY

The **Contractor** shall comply with Massachusetts General Law Chapter 66A if the **Contractor** becomes a "holder" of "personal data". The **Contractor** shall also protect the physical security and restrict any access to personal or other **Town** data in the **Contractor's** possession, or used by the **Contractor** in the performance of this Contract, which shall include, but is not limited to the **Town's** public records, documents, files, software, equipment or systems.

ARTICLE 28: RECORD-KEEPING AND RETENTION, INSPECTION OF RECORDS.

The **Contractor** shall maintain records, books, files and other data as specified in the Contract and in such detail as shall properly substantiate claims for payment under the Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under the Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract.

The **Town** shall have access during the **Contractor's** regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

ARTICLE 29: SEVERABILITY

If a court declares one or more of the provisions of this Agreement invalid, the validity of the remaining provision of this Agreement shall not be affected thereby.

ARTICLE 30: CERTIFICATIONS

By executing this Agreement, the **Contractor** under the pains and penalties of perjury, makes all certifications required under the certifications listed below, and has provided all required documentation and disclosures, or shall provide any required documentation upon request.

The **Contractor** is qualified and shall at all times remain qualified to perform this Agreement; that performance shall be timely and meet or exceed industry standards, including obtaining requisite licenses, registrations, permits and resources for performance; and that the **Contractor** shall provide access to records to town officials; and the **Contractor** certifies that the **Contractor** and any of its subcontractors are not currently debarred or suspended by the federal or state government under any law or regulation.

The **Contractor** shall comply with all applicable federal, state, and local laws and regulations.

The **Contractor** certifies that there is no authorization to deliver performance for which compensation is sought under this Agreement prior to the effective date and that any oral or written representations, commitments or assurances made by a Town representative are not binding and the **Town** may not back-date this Agreement in order to cover the delivery of performance prior to the Effective date. The **Town** has no legal obligation to compensate a **Contractor** for performance that is not requested and is intentionally delivered by the **Contractor** outside the scope of the Agreement.

The **Contractor** certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the **Contractor** certifies that it will immediately notify the **Town** in writing if there is any risk to the solvency of the **Contractor** that may impact the **Contractor's** ability to timely fulfill the terms of this Agreement.

The **Contractor** shall affirmatively disclose the details of any pertinent judgment, criminal conviction, investigation or litigation pending against the **Contractor** or any of its officers, directors, employees, agents, or subcontractors of which the **Contractor** has knowledge, or learns of during the Agreement term. **Contractors** must affirmatively disclose any potential structural change in its organization at least 45 days prior to the change. If incorporated, the **Contractor** certifies that it has identified the Contractor's state of incorporation, and the **Contractor** certifies compliance with all filing requirements of both the incorporating state and the Massachusetts Secretary of State. If the **Contractor** is a foreign corporation, the **Contractor** certifies compliance with all requirements for certification, reporting, filing of documents and service of process.

If an employer, the **Contractor** certifies compliance with applicable state and federal employment laws or regulations, including but not limited to minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 151A (Employment and Training); G. L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c.153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 (Federal Family and Medical Leave Act; AGO Consumers and Civil Rights. Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Americans with Disabilities Act; 42 U.S.C Sec. 12,101, et seq., Disability Law Resources; the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16. s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G. L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and G.L. c. 272 s. 98A; the Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act; Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A.

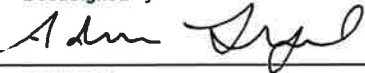
ARTICLE 31: CERTIFICATE OF COMPLIANCE WITH MASSACHUSETTS TAX LAWS

The **Contractor** certifies Tax Compliance with Federal tax laws; State tax laws including G.L. c. 62C, G.L. c. 62C, s. 49A (the **Contractor** has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support and is in good standing with respect to all returns due and taxes payable to the commissioner of revenue); reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12;

Social Security Number or Federal Identification Number: _____

In WITNESS WHEREOF the parties have hereunto set their hands and seals, the Town of Reading by its Town Manager, who however incur no personal liability by reason of the execution thereof or of anything herein contained, and the contractor both in triplicate, as of the day and year above stated.

DocuSigned by:



_____, (Contractor)

C878B6219CE84AA...

By ADAM FIJALKOWSKI 12/14/2022 OWNER
 (Name) (Date) (Title)

(If the Contractor is a Corporation, fill out in full the vote requirement next appearing.)

DocuSigned by:


_____, (Town of Reading) 1/18/2023

(Fidel Maltez, Town Manager)

(Date)

This is to certify that the funds have been appropriated or otherwise reserved by the Town for the purposes set forth in the Contract herein.

A/C#:

DocuSigned by:



 Sharon Angstrom, Town Accountant1/18/2023

Date:

Certificate Of Completion

Envelope Id: 22BDCDAD38C346C8A1084C01E5B3A35A

Status: Completed

Subject: 23-10 Painting Contracting.docx, Notice of Intent to Award.docx

Source Envelope:

Document Pages: 11

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

Allison Jenkins

AutoNav: Enabled

ajenkins@ci.reading.ma.us

Envelopeld Stamping: Enabled

IP Address: 96.237.109.142

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

Holder: Allison Jenkins

Location: DocuSign

12/13/2022 12:23:10 PM

ajenkins@ci.reading.ma.us

Signer Events

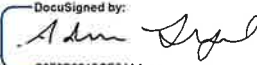
Adam Fijalkowski

adam@adfpainting.com

OWNER

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



C878B6219CE84AA...

Signature Adoption: Drawn on Device
Using IP Address: 73.227.160.250**Timestamp**

Sent: 12/13/2022 12:30:27 PM

Viewed: 12/14/2022 11:46:30 AM

Signed: 12/14/2022 5:01:19 PM

Electronic Record and Signature Disclosure:

Accepted: 12/14/2022 11:46:30 AM

ID: 3e00b4c6-bc40-4bdd-ab85-4ea8e670fecb

Sharon Angstrom

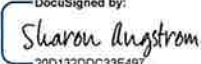
sangstrom@ci.reading.ma.us

Finance Director

Town of Reading

Security Level: Email, Account Authentication
(None)

DocuSigned by:



20D132DDC33E497...

Signature Adoption: Pre-selected Style
Using IP Address: 73.186.45.117
Signed using mobile

Sent: 12/14/2022 5:01:21 PM

Viewed: 1/18/2023 4:49:22 AM

Signed: 1/18/2023 4:49:42 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Fidel Maltez

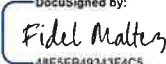
fmaltez@ci.reading.ma.us

Town Manager

Town Of Reading

Security Level: Email, Account Authentication
(None)

DocuSigned by:



48E5EB49343F4C5...

Signature Adoption: Pre-selected Style
Using IP Address: 166.137.175.18
Signed using mobile

Sent: 1/18/2023 4:49:45 AM

Viewed: 1/18/2023 4:57:29 AM

Signed: 1/18/2023 4:57:53 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Carbon Copy Events**Status****Timestamp**

Joe Huggins

jhuggins@ci.reading.ma.us

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign**COPIED**

Sent: 1/18/2023 4:49:46 AM

Viewed: 1/18/2023 5:05:53 AM

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

12/13/2022 12:30:27 PM

Certified Delivered

Security Checked

1/18/2023 4:57:29 AM

Signing Complete

Security Checked

1/18/2023 4:57:53 AM

Completed

Security Checked

1/18/2023 4:57:53 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Town of Reading (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Town of Reading:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: ajenkins@ci.reading.ma.us

To advise Town of Reading of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at ajenkins@ci.reading.ma.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Town of Reading

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to ajenkins@ci.reading.ma.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Town of Reading

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to ajenkins@ci.reading.ma.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Town of Reading as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Town of Reading during the course of your relationship with Town of Reading.



**MAIN
STREET
AMERICA**
INSURANCE



Bond Number: S-221223

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That ADF Painting Co LLC

(hereinafter called the Principal), and NGM INSURANCE COMPANY, a corporation of the State of Florida and whose principal office is located in the Jacksonville, Florida (hereinafter called the Surety), are held and firmly bound unto the Town of Reading MA

Twenty Four Thousand Seventy Five and 00/100 (hereinafter called the Obligor), in the full and just sum of (\$24,075.00) DOLLARS,

to the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bond Principal has entered into a certain written contract to provide #2310 On call Painting Contract with the above mentioned Obligor dated December 13, 2022 for a period of 3 years which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein, and

WHEREAS, the Obligor has agreed to accept a payment bond for a period of only one year.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounded Principal shall promptly make payments for all labor and materials used or reasonably required for use in the performance of the contract during the period indicated in 1) below, then this obligation shall be void, otherwise to be and remain in full force and effect.

Provided, however, that this bond is subject to the following conditions and provisions:

1. The term of this bond is for the period commencing 12/20/2022 and expiring on 12/20/2023, unless released by the Obligor prior thereto. However, the term of this bond may be extended for an additional one-year period by the issuance of a Continuation Certificate by the Surety.
2. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative. Regardless of the number of years this bond may be continued by continuation certificate, or the number of annual bonds that may be issued by the Surety, the total aggregate liability of the Surety for any and all claims shall be limited to the penal sum of the bond set forth above or in any additions, riders or endorsements properly executed by the Surety.
3. Non-renewal by the Surety nor failure of the Principal to provide the Obligor with a replacement bond shall not constitute default under this bond. In the event the bond is not renewed, the liability of the surety shall be limited to the actual contractual damages sustained by the Obligor during the term defined in Section 1 due to lack of performance of the Principal.
4. In the event the Principal shall be, and be declared by the Obligor to be in default under the Contract, the Obligor shall provide the Surety with a written statement setting forth the particular facts of said default no later than thirty (30) days from the date of said default, which shall be sent to the Surety by registered mail to the address stated in Section 8 below.
5. The Surety will have the right and opportunity, at its option, and in its sole discretion, to: a) cure the default; b.) assume the remainder of the term of the Contract as defined in Section 1 and to perform or sublet same; c.) tender to the Obligor funds sufficient to pay the cost of completion less the balance of the Contract price due for the term defined in Section 1 up to an amount not to exceed the penal sum of the bond.; or d) deny liability. In no event shall Surety be liable for fines, penalties, liquidated damages of forfeitures assessed against the Principal.
6. The surety shall not be held liable for any term beyond which it consents to in writing.
7. The Obligor's acceptance of this bond and reliance upon it as security constitutes its acknowledgement and agreement as to the terms under which it is offered and issued by the Surety.
8. All notices, demands and correspondence with respect to this bond shall be in writing at the following addresses:

The Surety:
NGM Insurance Company
ATTN Bond Claims
55 West Street
Keene, NH 03431

The Principal:
ADF Painting Co LLC
134 Brady Ave
Salem

The Obligor:
Town of Reading MA
16 Lowell Street
Reading, MA 01867

Signed and sealed this 21st day of December, 2022.

By: Adam Fijalkowski, Managing Member

NGM INSURANCE COMPANY

Debbie Stanhope
By: Debbie Stanhope

, Attorney-in-Fact





NGM INSURANCE COMPANY
A member of The Main Street America Group

POWER OF ATTORNEY

S-221223

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"SECTION 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

does hereby make, constitute and appoint Debbie Stanhope its true and lawful Attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed bond number S-221223 dated December 21, 2022, on behalf of ADF Painting Co LLC ***** in favor of The Town of Reading MA ***** for Five Hundred Thousand and no/100----- Dollars (\$ 500,000.00*****) and to bind NGM Insurance Company thereby as fully and to the same extent as if such instrument was signed by the duly authorized officers of NGM Insurance Company; this act of said Attorney is hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such officer and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Senior Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By: *Kimberly K. Law*

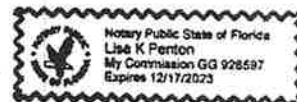
Kimberly K. Law
Vice President, General Counsel and Secretary



State of Florida,
County of Duval

On this 7th day of January, 2020 before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force. IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal at Jacksonville, Florida this 7th day of January, 2020.

Lisa K. Penton



I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in force and effect. IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 21st day of December, 2022.

Nancy Giordano-Ramos



WARNING: Any unauthorized reproduction or alteration of this document is prohibited.

TO CONFIRM VALIDITY of the attached bond please call 1-603-358-1343.

TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claim Dept. or call our Bond Claim Dept. at 1-603-358-1229.

Reply Reply All Forward

ADF PAINTING REFERENCE LIST

adam adfpainting.com [adam@adfpainting.com]

To: Huggins, Joe

Monday, October 24, 2022 12:10 PM

You forwarded this message on 10/24/2022 12:50 PM.

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Joe

Here are the contacts, titles and phone numbers. I can provide Emails as well if that is easier just let me know. Thank you

TOWN OF CHELMSFORD

Kathleen Canavan – Town Manager of facilities – 978.360.9902
Brian Curly – Director of Facilities/Schools – 978-423-0953
Brian Orso – Supervisor of Maintenance – 978.770.8203

- Supplied quotes - Andover Renovation, etc
- # of smaller jobs
- Top notch work, professional, good communication
- Invoicing is great

TOWN OF SALISBURY

Kate McGuire – Executive Director – 978.356.2860
Dave Krafton – Supervisor of Maintenance – 978.417.2044

- Contract Zyras
- Very good workmanship
- All invoicing is good (sometimes slow)
- Very good communication
- Interior

TOWN OF IPSWICH

Kate McGuire – see above
Ryan – Supervisor of Maintenance - 978.500.4740

TOWN OF HAMILTON

Kate McGuire – see above
Dustin – Supervisor of Maintenance - 978.380.2979

PHILLIPS ACADEMY – ANDOVER

Terry Hartford – Manager of Capital Projects – 978.872.3664
Joan McGuire - Manager of Capital Projects - 617.938.1637
Bronwyn Boyle – EHS Manager – 603.809.9650

SECTION 3: BID FORM FOR GENERAL CONTRACTOR

FORM OF GENERAL BID

The undersigned proposes to furnish all labor and materials as is required for this contract for buildings owned and operated by the Town of Reading in accordance with the accompanying specifications, requirements, terms and conditions contained herein for the contract price specified.

The Contractor is required to review any related plans, conduct a full site review, and read all the provisions in the document before inserting prices.

The contract will be awarded to the lowest responsible and responsive bidder offering lowest total price for all three years of the contract.

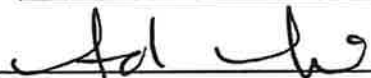
This bid MUST be signed by authorized individual(s). The bid must be signed as follows: 1) if the bidder is an individual, by her/him personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.

By signing Form of General Bid, the Bidder confirms compliance with applicable state and federal employment laws or regulations, including Worker's Compensation Insurance as required by M.G.L. Chapter 152.

Business Name: ADF PAINTING CO. LLC

Business Address: 134 BRADY AVE

Town/State/Zip: SALEM NH 03079

Signed: 

(Date)

Printed Name: ADAM FIJALKOWSKI Title: OWNER

F.I.D. #: 47-4302157

Telephone: 978-846-2515 Fax: _____

Email address: ADAM @ ADPPAINTING.COM

Addendums: _____

Alternates: *(there are NO alternatives with this bid)*

1. HOURLY RATES FOR REPAIRS AND MAINTENANCE

		YEAR 1		YEAR 2		YEAR 3		TOTAL
TERM		11/1/22-10/31/23		11/1/23-10/31/24		11/1/24-10/31/25		Year 1+
Description	Estimated Hours Only	Hourly Rate	Total	Hourly Rate	Total	Hourly Rate	Total	Year 2 + Year 3
Monday – Friday 7:00 am – 4:00 pm	50 x	\$ 70	=\$ 3500	\$ 70	=\$ 3500	\$ 70	=\$ 3500	10.500
Monday – Friday 4:00 pm – 7:00 am	20 x	\$ 90	=\$ 1800	\$ 90	=\$ 1800	\$ 90	=\$ 1800	5400
Saturdays, Sundays, Holidays	10 x	\$ 90	=\$ 900	\$ 90	=\$ 900	\$ 90	=\$ 900	2700
Total			\$6200		\$6200		\$6200	\$18,600

APPRENTICE

		YEAR 1		YEAR 2		YEAR 3		TOTAL
TERM		11/1/22-10/31/23		11/1/23-10/31/24		11/1/24-10/31/25		Year 1+
Description	Estimated Hours Only	Hourly Rate	Total	Hourly Rate	Total	Hourly Rate	Total	Year 2 + Year 3
Monday – Friday 7:00 am – 4:00 pm	50 x	\$ 45	=\$ 2250	\$ 45	=\$ 2250	\$ 45	=\$ 2250	6750
Monday – Friday 4:00 pm – 7:00 am	20 x	\$ 70	=\$ 1400	\$ 70	=\$ 1400	\$ 70	=\$ 1400	4200
Saturdays, Sundays, Holidays	10 x	\$ 70	=\$ 700	\$ 70	=\$ 700	\$ 70	=\$ 700	2100
Total			\$4350		\$4350		\$4350	\$13,050

1. Total for Painter and Total for Apprentice based on estimated hours = \$ 31,650
 (Hours are for evaluative purposes only and do not reflect actual estimate of hours required under contract)

CONTRACTOR MARKUP

Materials - The contractor shall furnish all materials (equipment, parts and supplies) required under this contract at the **actual cost (wholesale) net price plus 10 percent:**

2. TOTAL CONTRACTOR MARK UP \$ 16,500 = (\$15,000 * X 10 %)

Estimated material cost is for evaluative purposes only and does not reflect actual estimate materials required under contract.

3. Total of HOURLY RATES (painter and apprentice) (1) and CONTRACTOR MARKUP (2) plus \$15,000 in supplies =

TOTAL REPAIR AND MAINTENANCE CONTRACT ESTIMATE FOR 3 Years

\$ 48,150

Forty Eight Thousand, One Hundred and Fifty

Amount written in words

END OF SECTION

SECTION 4: BIDDER'S QUALIFICATION FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet. This information will be utilized by the Town for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract. In order to be responsive to this IFB, each bidder's company must have:

- a. Five (5) or more years in the Painting industry.
- b. Representation of fleet vehicle and licensed personnel capable of responding within the required response time(s); and,
- c. Three (3) municipal references indicating the bidder's service quality, response time, personnel qualifications, business and billing office competence, equipment and part locating and pricing ability.
- d. The successful bidder must possess adequate labor, equipment, and management capabilities to effectively service this contract over the anticipated term, including all renewal options.
- e. The availability and proximity of the contractor's prime business location, as well as experience with school and municipal building work, shall be considered in its ability to respond to the Town of Reading.
- f. Items or services equaling or exceeding the specifications will be considered as meeting the specifications.

1. FIRM NAME: ADF PAINTING CO LLC
2. WHEN ORGANIZED: 6/1/2006
3. INCORPORATED? YES ☒ NO (DATE AND STATE OF INCORPORATION:)
4. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:
TOWN OF CHELMSFORD - PAC CENTER \$30,000 12/1/2022
PHILLIPS ACADEMY - ICE ARENA \$30,000 12/1/2022
TOWN OF SALISBURY - 3YR ON CALL EXP 2024
TOWN OF IPSWICH - 3YR ON CALL EXP 2024
TOWN OF CHELMSFORD - YEARLY SMALL PURCHASE ORDER CONTRACTS

1. Do you have at least five (5) years demonstrated experience performing similar services for municipalities or school districts?

X Yes No

2. Do you have the vehicles and licensed personnel capable of performing the requested services within the required response time?

X Yes No

3. Do you possess adequate labor, equipment, engineering, and management capabilities to effectively service this contract over the anticipated term, including all renewal options?

X Yes No

4. Have you or your firm ever been terminated on an awarded contract, or have you ever otherwise failed to complete any work awarded?

 Yes

 No

If "yes," please describe circumstances below: (Attach a separate sheet of paper if necessary.)

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page.

DEBARMENT LETTER

Date: _____

Contractor Name: _____

Re: Debarment Letter for Invitation For Bid # _____

As a potential vendor on the above contract, the Town requires that you provide a debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Debarment:

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

I hereby certify under pains and penalties of perjury that neither I nor any principal(s) of the Company identified below is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name: ADAM FIJALKOWSKI

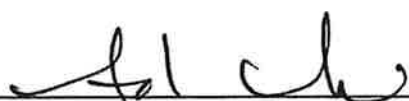
Company: ADF PAINTING CO. LLC

Address: 134 BRADY AVE

City, State, Zip: SALEM NH 03079

Phone: 978 846 2515

Fax: _____

Signature: 

Date: 10/17/2022

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Adam Fjalkowski

(Name of person signing bid or proposal)

ADF PAINTING CO. LLC

(Name of business)

CERTIFICATE OF TAX COMPLIANCE

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Adam Fjalkowski

Printed name of person signing bid or proposal

[Signature]

Signature of person signing bid or proposal

ADF PAINTING CO LLC

Name of business

47-4302157

*Social Security Number or Federal
Identification Number

10/17/2022

Date

*Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

LABOR HARMONY AND OSHA TRAINING CERTIFICATION

Pursuant to M.G.L. c. 30, § 39 S (a), I certify under the penalties of perjury:

- (1) that I am able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;
- (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and
- (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

Adam Fijalkowski

Printed name of person signing bid or proposal

[Signature]

Signature of person signing bid or proposal

ADF PAINTING CO. LLC.

Name of business

10/17/2022

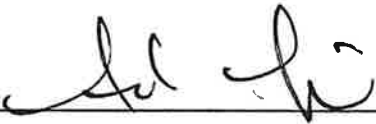
Date

CERTIFICATE AS TO CORPORATE BIDDER

I, ADAM FIJALKOWSKI, certify that I am the
OWNER of the Corporation named as bidder in the within the Form of General
Bid: that ADAM FIJALKOWSKI who signed said Bid Form on behalf of the Bidder was then
OWNER of said Corporation, that I know his signature and that his signature
thereto is genuine and that said Bid Form was duly signed, sealed and executed for and in behalf of said
Corporation by authority of its governing body.

(Corporate Seal)

Signature:



Title:

OWNER

Date:

10/17/2022

BID BOND

**CONTRACTOR:** *(Name, legal status and address)*

ADF Painting Co LLC
134 Brady Avenue
Salem NH 03079

SURETY: *(Name, legal status and principal place of business)*

NGM Insurance Company
55 West Street
Keene, NH 03431

OWNER: *(Name, legal status and address)*

Town of Reading
Town Hall - 16 Lowell Street
Reading MA 01867

BOND AMOUNT: Five Percent of Total Amount Bid (5% of total bid)

PROJECT: *(Name, location or address, and Project number, if any)*

On Call Painting Contract Contract no. 23-10

If low annual renewable bond forms will be issued*

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 18th day of October, 2022.

ADF Painting Co LLC

Ad Chi
(Principal) OWNER (Seal)
(Title)

Catherine Spallone
(Witness)

NGM Insurance Company

(Surety)



(Witness)

(Title) Debbie Stanhope,

Attorney-in-Fact

POWER OF ATTORNEY

Bid no. _____

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"SECTION 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

does hereby make, constitute and appoint Debbie Stanhope,
execute, seal and deliver for and on its behalf, and as its act and deed bond number
on behalf of ADF Painting Co LLC
in favor of Town of Reading

its true and lawful Attorney-in-fact, to make,
dated _____,

for Five Hundred Thousand and no/100----- Dollars (\$ 500,000.00*****)
and to bind NGM Insurance Company thereby as fully and to the same extent as if such instrument was signed by the duly authorized officers of NGM Insurance Company; this act of said Attorney is hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such officer and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Senior Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By: _____

Kimberly K. Law
Vice President, General Counsel and Secretary



State of Florida,
County of Duval

On this 7th day of January, 2020 before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid; that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal at Jacksonville, Florida this 7th day of January, 2020

Lisa K. Pentz



I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in force and effect. **IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 18th day of _____, 2022 .

Nancy Giordano-Ramos



WARNING: Any unauthorized reproduction or alteration of this document is prohibited.

TO CONFIRM VALIDITY of the attached bond please call **1-603-358-1343**.

TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claim Dept.
or call our Bond Claim Dept. at 1-603-358-1229.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/20/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PAYCHEX INSURANCE AGENCY INC 225 KENNETH DR ROCHESTER, NY 14623 (877) 362-6785	CONTACT NAME: PHONE (A/C, No, Ext): (877) 362-6785 FAX (A/C, No): (877) 677-0447 E-MAIL ADDRESS: paychex@travelers.com
INSURED ADF PAINTING CO LLC 134 BRADY AVE SALEM, NH 03079	INSURER(S) AFFORDING COVERAGE INSURER A : THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
NAIC #	

COVERAGES

CERTIFICATE NUMBER: 167151538121453

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐	N/A		UB-1N005738-22	06/03/2022	06/03/2023	X PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

TOWN OF READING 16 LOWELL STREET READING, MA 01867	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Michael J. Mulligan</i>
--	---

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August 15, 2025

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

Subject: J Warren Killam Elementary School – Exterior Painting Services
Invoice #1565

Dear Mr. Kraunelis,

Colliers Project Leaders, the Owner's Project Manager, has reviewed the attached, ADF Painting, invoice #1565, and recommend payment of \$3,000.00 for painting services for the J Warren Killam Elementary School Project.

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

Invoice Number	Task	Request This Period	ProPay Code
1565	Modular Relocation – Exterior Painting	\$3,000.00	0603-0000

Please feel free to contact me at (617) 860-2267 if you have any questions concerning this invoice.

Sincerely,



Justin Ferdenzi,
Project Manager
Justin.ferdenzi@collierseng.com

cc: Tom Milaschewski, Superintendent
Carla Nazzaro, School Building Committee Chair

Attachment: ADF Painting Invoice #1565

\$3,000.00- ProPay Code: 0603-0000

ADF Painting Co

Adam Fijalkowski
134 Brady Ave
Salem, NH 03079

Phone # 978.846.2515

adam@adfpainting.com
adfpainting.com

Invoice

Date	Invoice #
8/11/2025	1565



ADF PAINTING CO

Bill To

TOWN OF READING
16 LOWELL STREET
READING, MA. 01867

P.O. No.

Description	Est Amt	Amount
DETAILS for EXTERIOR painting INVOICE for TOWN OF READING PROJECT LOCATION: READING MEMORIAL HIGH SCHOOL PROJECT: MODULAR CLASSROOM EXTERIOR PAINTING AREAS INCLUDED: WALLS TRIM AND DOORS AREAS NOT INCLUDED: >DECKS >ALL WORK WAS DONE AS QUOTED TOTAL LABOR FOR ALL WORK: APPROX 35 HOURS WITH NIGHTS AND WEEKEND RATES 1. ADAM FIJALKOWSKI 11 HOURS @ \$90.00 \$990 2. JOHN HOGAN 11 HOURS @ \$70.00 \$770 3. ERVIN STROKA 4 HOURS @ \$70.00 \$280 4. MIKE BONO 4 HOURS @ \$70.00 \$280 TOTAL COST OF ALL PAINT AND MATERIALS: see receipt \$680.00 **THIS JOB LABOR COST IS BASED ON CURRENT PREVAILING WAGE RATES FOR "BRUSH AND REPAINT" TOWN WAGE SCHEDULE . PREVAILING WAGE RATES FOR ADF EMPLOYEES RANGE FROM \$35.00/HR TO \$65.00/HR DEPENDING ON EXPERIENCE AND D.O.L. "STEP" CLASSIFICATIONS	2,500.00 500.00	2,320.00 680.00
Total		\$3,000.00
Payments/Credits		\$0.00
Balance Due		\$3,000.00

Org#
Obj#
Location
Pymt Appr
Date

[Handwritten Signature]
8/11/25

MASSACHUSETTS WEEKLY CERTIFIED PAYROLL REPORT FORM



Company's Name: ADF PAINTING CO LLC		Address: 134 BRADY AVE SALEM NH		Phone No.: 8978.846.2515		Payroll No.: 81525																
Employer's Signature: 		Title: OWNER		Contract No.: 47-4302157		Work Week Ending: 8/15/25																
Awarding Authority's Name: TOWN OF READING		Public Works Project Name: RMHS MODULAR EXTPAINTING		Public Works Project Location: 62 OAKLAND AVE		Min. Wage Rate Sheet Number																
General / Prime Contractor's Name: ADAM FIJALKOWSKI		Subcontractor's Name:		"Employer" Hourly Fringe Benefit Contributions																		
Employee Name & Complete Address	Work Classification:	Employee is OSHA 10 certified (?)	Appr. Rate (%)	Hours Worked							Project Hours (A)	Hourly Base Wage (B)	Health & Welfare Insurance (C)	ERISA Pension Plan (D)	Supp. Unemp. (E)	Total Hourly Prev. Wage (F)	(A x F)		Check No. (H)			
				Su.	Mo.	Tu.	We.	Th.	Fr.	Sa.							All Other Hours	Total Gross Wages		Project Gross Wages		
ADAM FIJALKOWSKI	OWNER	Y	100	8/10							8/9							90		990		NA
MIKE BONO	JM	Y	100	8/10							6	11		40				50		200		EFT 8/22
ERVIN STORKA	JM	Y	100	8/10								4		40				50		200		EFT 7/18
JOHN HOGAN	JOURNEYMAN	Y	100	8/10							8/9	6		40				50		550		EFT 7/18

Are all apprentice employees identified above currently registered with the MA DLS's Division of Apprentice Standards?

For all apprentices performing work during the reporting period, attach a copy of the apprentice identification card issued by the Massachusetts Department of Labor Standards / Division of Apprentice Standards.

NOTE: Pursuant to MGL c. 149, s. 27B, every contractor and subcontractor is required to submit a **true and accurate** copy of their certified weekly payroll records to the awarding authority by first-class mail or e-mail. In addition, each weekly payroll must be accompanied by a statement of compliance signed by the employer. Failure to comply may result in the commencement of a criminal action or the issuance of a civil citation.

YES ☐ NO ☒

No apprentices are identified above ☒

Date Received by Awarding Authority

F
R
O
M

Colorworks Paint & Decorating Melrose
397 Main Street
Melrose MA 02176
Phone: (781) 662-4701 Fax: (781) 662-4803

Invoice

Number	Date	Page
G0373674	8/9/2025	1

S
O
L
D
T
O

8462515
ADF PAINTING
134 BRADY AVE
SALEM NH 03079

Phone	Fax	Clerk	Terms	PO Number	Required	Delivery
(978) 846-2515		SR	Net 60	MELROSE		Pick Up

Item Number	Description	List	Quantity	U/M	Tax	Unit Price	Extension
N4013X05	REGAL SELECT EXT HB LOW LUSTRE 3X 5GAL *: csp -805 match	423.99	2.00	5GAL	N	311.99	622.98
N4014X01	REGAL SELECT EXT HB LOW LUSTRE 4X GAL *: 8-9-25 BLACK	84.99	1.00	GAL	N	62.99	62.99
Total Discount Savings - See email copy THANK YOU FOR SHOPPING AT COLORWORKS RECEIPT NEEDED FOR REFUNDS OR EXCHANGES TINTED COLORS ARE NONRETURNABLE Please tell us about your shopping experience by visiting https://www.surveymonkey.com/r/ColorWorks			SubTotal		\$685.97		
			Sales Tax		\$0.00		
			Total		\$685.97		
			Visa Tendered		\$685.97		
			Auth				
			Change Due		\$0.00		



G0373674

Signature : _____

Print Name : _____



Town of Reading

Accounting Department

16 Lowell Street
Reading, MA 01867

(781) 942-9005
FAX (781) 942-9037
Tax Exempt
#04-6001277

Purchase Order

Fiscal Year 2026

Page 1 of 1

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

Purchase Order Number **26000411**

Purchase Order Date **08/06/2025**

Department **145 GENERAL FINANCE**

Bill To
Town of Reading
16 Lowell Street
Reading, MA 01867

145001

Ship To
TREASURER'S OFFICE
TOWN OF READING
16 LOWELL ST
READING, MA 01867

Vendor
ADAM FIJALKOWSKI
ADF PAINTING CO
134 BRADY AVE
SALEM, NH 03079

1. Invoice must show units and unit price for each item.
2. Issue bill for each PO. Do not bill 2 or more orders on same invoice.
3. All invoices **MUST** be in duplicate and include Tax ID#.
4. Ship all goods prepaid.

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
		352038	26000445	Cindy McGrath	

NOTES

MODULAR CLASSROOM EXTERIOR PAINTING

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	MODULAR CLASSROOM EXTERIOR PAINTING	1.0000	EACH	\$3,000.0000	\$3,000.00

VENDOR SIGNATURE REQ'D FOR ORDERS > \$10,000

Town Manager

Sharon Angstrom, cm

Department Head

Purchase Order Total

\$3,000.00

VENDOR COPY

ADF Painting Co

Adam Fijalkowski
134 Brady Ave
Salem, NH 03079

Phone # 978.846.2515

adfpainting.com

adam@adfpainting.com



ADF PAINTING CO

Proposal

Date	Estimate #
8/6/2025	2130

Name / Address
TOWN OF READING 16 LOWELL STREET READING, MA. 01867

Project

Description	Total
DETAILS for EXTERIOR painting PROPOSAL for TOWN OF READING PROJECT LOCATION: READING MEMORIAL HIGH SCHOOL PROJECT: MODULAR CLASSROOM EXTERIOR PAINTING AREAS INCLUDED: WALLS TRIM AND DOORS AREAS NOT INCLUDED: >DECKS *This proposal is based off information provided via IN PERSON meeting SITE VISIT SCOPE OF WORK: This estimate is for prep, spot priming, painting and clean up *This proposal is for MATCHING OR NEW COLORS PREP: >Areas will be sanded and caulked where needed PRIMER: >All stained or discolored areas will be spot primed with 1 coat of Zinsser Cover Stain oil based bonding primer PAINTING: >All included areas will be painted with 2 coats of BM Corotech Command eggshell/satin finish latex low VOC, non toxic paint in the MATCHING OR NEW COLOR	
	Total

Signature

Adam Fijalkowski
134 Brady Ave
Salem, NH 03079

adfpainting.com

adam@adfpainting.com



ADF PAINTING CO

Proposal

Date	Estimate #
8/6/2025	2130

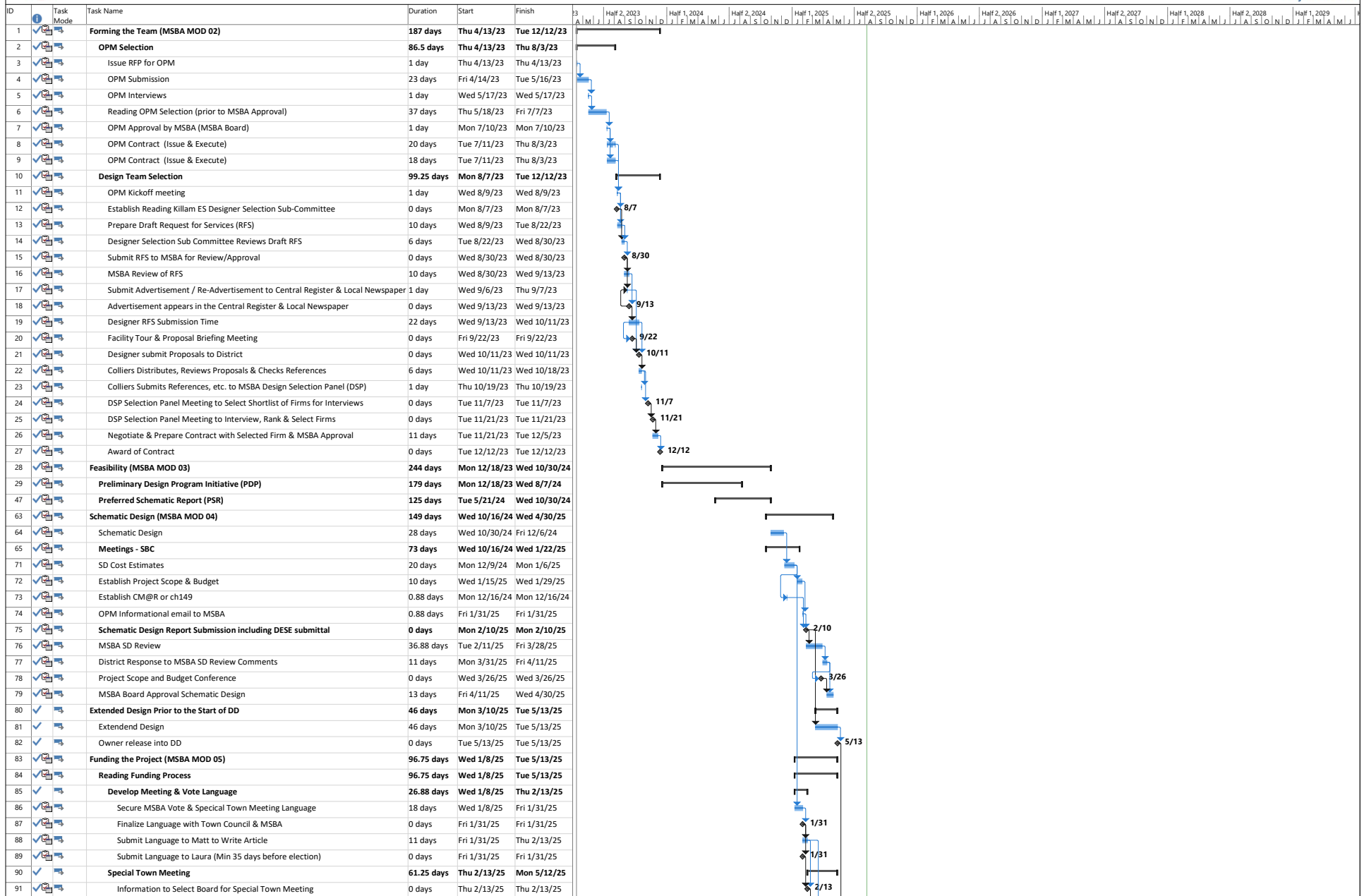
Name / Address
TOWN OF READING 16 LOWELL STREET READING, MA. 01867

	Project	
Description		Total
CLEAN UP: >All areas will be cleaned and all work debris will be bagged and either put in on-site dumpster or taken off-site by ADF Painting Co at no charge >All paint will be labeled and left with facilities manager for future touch ups and color reference TOTAL LABOR FOR ALL WORK: APPROX 35 HOURS WITH NIGHTS AND WEEKEND RATES TOTAL COST OF ALL PAINT AND MATERIALS **THIS JOB LABOR COST IS BASED ON CURRENT PREVAILING WAGE RATES FOR "BRUSH AND REPAINT" TOWN WAGE SCHEDULE . PREVAILING WAGE RATES FOR ADF EMPLOYEES RANGE FROM \$35.00/HR TO \$65.00/HR DEPENDING ON EXPERIENCE AND D.O.L. "STEP" CLASSIFICATIONS **ALL PAINT WILL BE PURCHASED BY ADF PAINTING AND PUT ON ADF PAINTINGS ADF PAINTING'S ACCOUNT AT COLORWORKS PAINT STORE IN CHELMSFORD. WE HAVE QUOTED FOR PREMIUM PANTS FROM BENJAMIN MOORE TO ENSURE COLORS COVER IN THE QUOTED NUMBERS OF COATS AND ALSO FOR LONG TERM DURABILITY, COLOR RETENTION AND IMPROVED OVERALL LOOK OF THE PROJECTS QUALITY. THIS PAINT IS ALSO LOW VOC WHICH SHOULD CAUSE NO DISRUPTION TO OCCUPANTS OF THE BUILDING WHILE WE ARE WORKING. Sales Tax		2,500.00 500.00 <

Signature

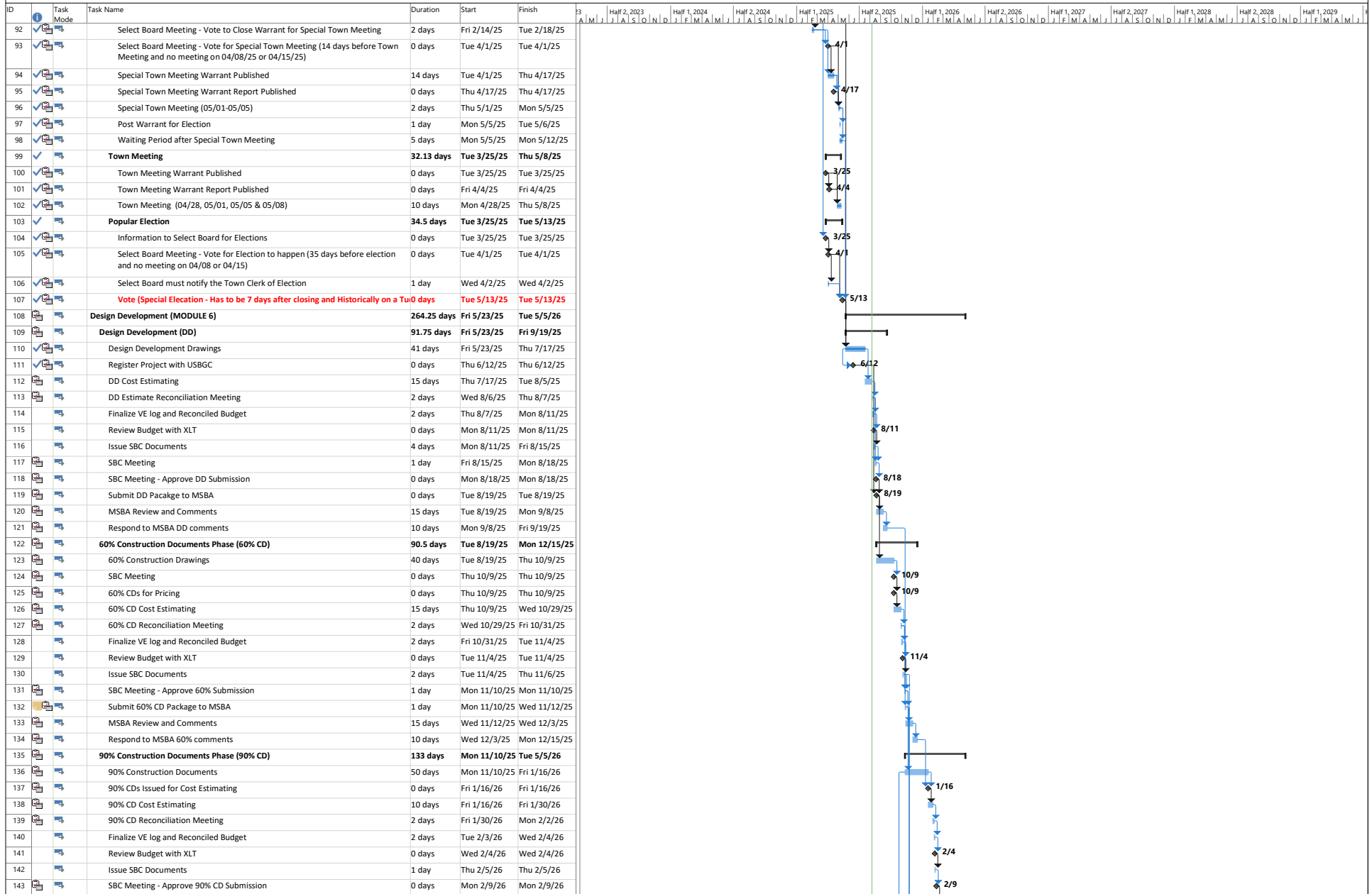


Killam Elementary School



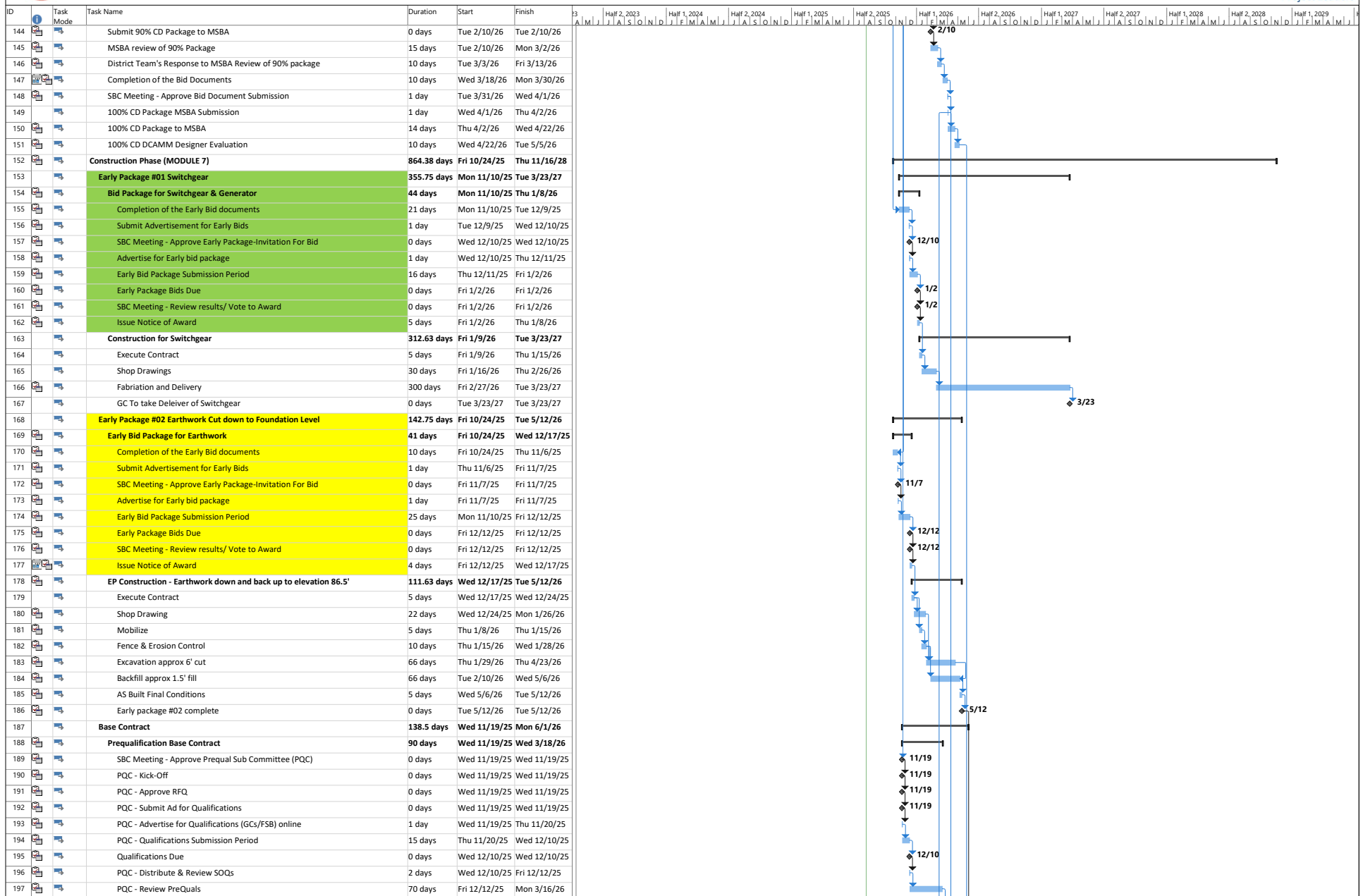


Killiam Elementary School





Killiam Elementary School



Project: 2023 09-18 Reading KI
Date: Thu 8/7/25

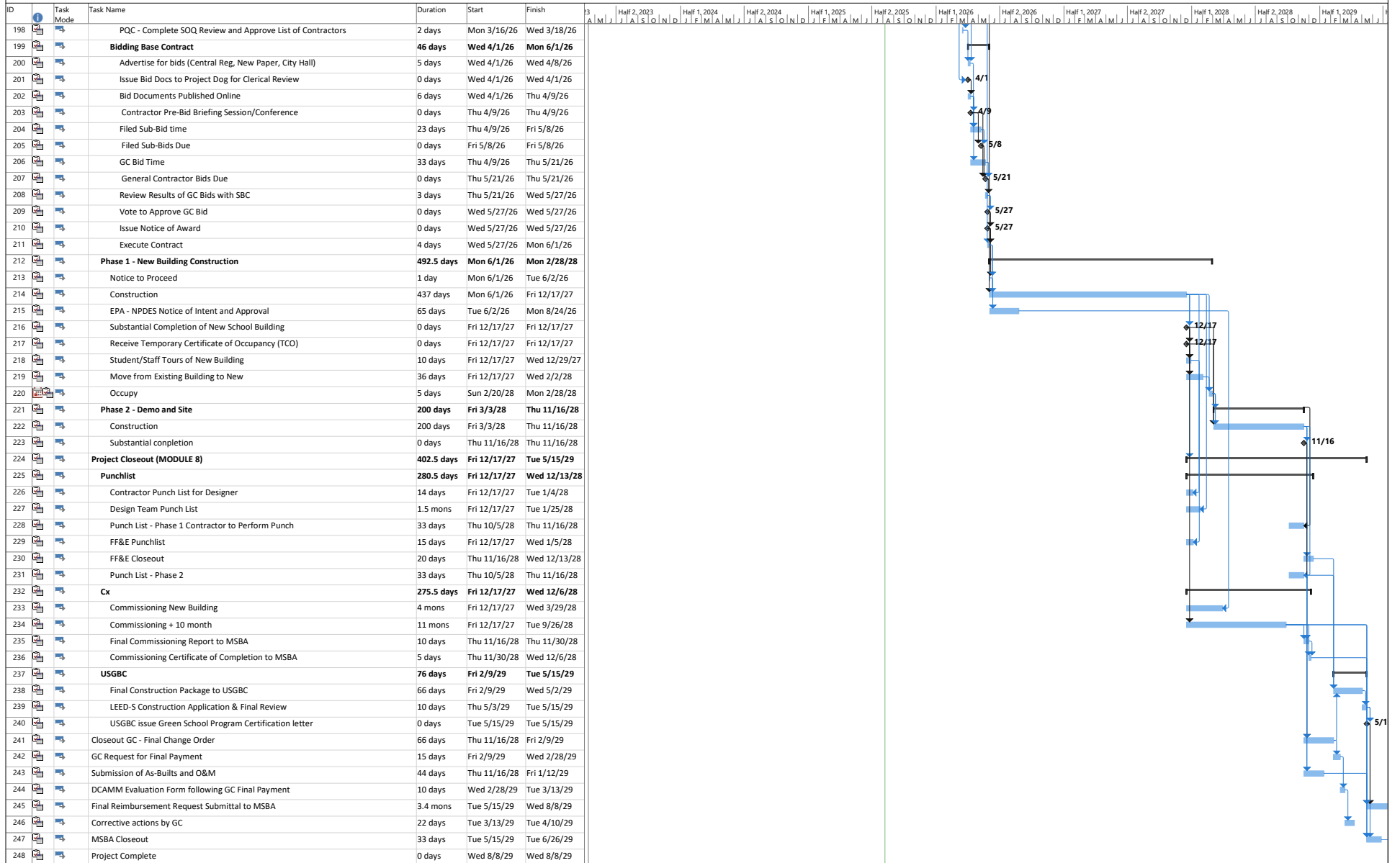
Task Milestone Summary



Killiam Elementary School

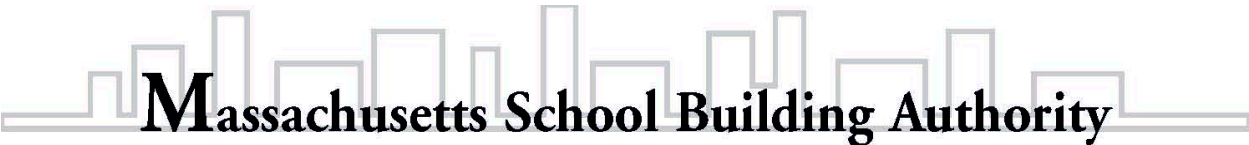


Project Leaders



Project: 2023 09-18 Reading KI
Date: Thu 8/7/25

Task Milestone Summary



Massachusetts School Building Authority

Deborah B. Goldberg
Chair, State Treasurer

James A. MacDonald
Chief Executive Officer

Mary L. Pichetti
Executive Director / Deputy CEO

August 1, 2025

Mr. Matt Kraunelis, Town Manager
Town of Reading
Reading Town Hall
16 Lowell Street
Reading, MA 01867

RE: The Town of Reading's Project Funding Agreement
J. Warren Killam Elementary School (MSBA Project No. 202102460017)

Dear Mr. Kraunelis,

Attached please find the Project Funding Agreement (the "PFA") for the project at the J. Warren Killam Elementary School in the Town of Reading (the "Town").

The Town must forward one original signed copy of the PFA to the Massachusetts School Building Authority ("MSBA"), a copy of which will be returned to the Town after it has been signed by the MSBA's Executive Director.

Please **do not** date the Agreement on the first and last pages. The PFA will be dated by the MSBA when the MSBA's Executive Director signs the Agreement.

The MSBA **no longer requires mailed original signed hard copies with wet signatures**. The MSBA now prefers **electronic copies** including a **verified electronic signature** through a document management program such as Adobe.

The Town must also submit one signed copy of the Certification of Legal Counsel which is being sent as a Word document to enable the Town's legal counsel to put the Certification on his or her letterhead. The MSBA also prefers **electronic copies** of the Certification of Legal Counsel including a **verified electronic signature**. The Certification of Legal Counsel requires the Town's legal counsel to certify which local public official or governmental body (the "Local Governing Body") has the full legal authority to execute the PFA on behalf of the Town and to bind the Town to its terms. The Town should keep a separate copy of the certification for the Town's records.

In addition, the Town will need to provide a certified copy of the vote of the Local Governing Body authorizing the Town to enter into and be bound by the PFA and authorizing the signatory to execute the document on behalf of the Town, if this vote is required by local charter, by-law or other applicable law or policy. The MSBA will accept **scanned certified copies** of the certified vote.

Further, unless it has already been submitted to the MSBA, the Town will need to provide a certified copy of the local funding vote and results (including the ballot question and results, if applicable) for the project. The MSBA will accept **scanned certified copies** of the certified vote.

The required documents, which include: (1) one signed original of the PFA, (2) one signed copy of the Certification of Legal Counsel, (3) a certified copy of the vote authorizing the Town to enter into and be bound by the PFA and authorizing the signatory to execute the PFA on behalf of the Town, only if required by local charter, ordinance, by-

August 1, 2025

J. Warren Killam Elementary School

law or other applicable law or policy, (4) a certified copy of the local funding vote, and (5) a completed electronic payment form (Exhibit J to the PFA) should be e-mailed to the project's Project Coordinator.

This documentation should be completed and returned to the MSBA within 30 calendar days from the date of this letter. After this documentation has been properly completed and submitted to the MSBA, and the PFA has been executed, the Town can enter its Total Project Budget into the MSBA's ProPay System. The MSBA will include instructions to enter the project budget with the transmittal of the fully executed PFA. Once the Town has entered the budget and the budget has been accepted by the MSBA, then the Town can begin submitting requests for reimbursement to the MSBA. The MSBA will not process reimbursement requests until these requirements have been satisfied, the PFA has been fully executed, and the Total Project Budget has been accepted in the MSBA's ProPay System.

If you have any questions, please contact me at August.Knuth@MassSchoolBuildings.org

Regards,



August Knuth
Associate General Counsel

cc: Legislative Delegation
 Carlo Bacci, Chair, Reading Select Board
 Thomas Wise, Chair, Reading School Committee
 Dr. Thomas Milaschewski, Superintendent, Reading Public Schools
 Philip Littlehale, Director of Finance and Operations, Reading Public Schools
 Carla Nazzaro, Chair, Reading School Building Committee
 Mike Carroll, Owner's Project Manager, Colliers Project Leaders
 Leigh Sherwood, Designer, LaVallee Brensinger Architects
 Jenni Katajamaki, Designer, LaVallee Brensinger Architects
 File: 10.2 Letters (Region 3)

[PLEASE put on Letterhead of Legal Counsel]
Certification of Legal Counsel for the
Town of Reading

I, _____, duly appointed legal counsel for the **Town**, hereby certify that:

1. The **Town** is validly organized and existing under and by virtue of the laws of the Commonwealth, has full power and authority to own its properties and carry on its business as now conducted, and has full power and authority to execute, deliver and perform its obligations under the Project Funding Agreement (the “Agreement”), and any amendments thereto, between the **Town** and the Massachusetts School Building Authority for the Proposed Project at the **J. Warren Killam Elementary School** (the “Proposed Project”) and all other related documents.

2. The **Town** has duly obtained all necessary votes, resolutions, authorizations, appropriations, orders, and voter approvals, in accordance with the formats prescribed by the Authority, and has taken all actions necessary or required by law to authorize the execution and delivery of the Agreement, and any amendments thereto, and to fund and perform the obligations of the **Town** under the Agreement and any amendments thereto.

3. The **Town** has sufficient ownership or a lease consistent with 963 CMR 2.09(5) for the useful life of the **J. Warren Killam Elementary School**. The **Town** will have legal authority to control and use the Proposed Project site for the useful life of the **J. Warren Killam Elementary School** to the extent required for continued operations, construction, and repair in a manner consistent with the Proposed Project submitted to the MSBA.

4. The Project Funding Agreement, and any amendments thereto, constitute a valid and binding obligation of the **Town**, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or other laws heretofore or hereafter enacted and general equity principles.

5. The following elected or appointed governmental officer(s) or governmental body has the full legal authority under the laws of the Commonwealth of Massachusetts and all applicable local charters, ordinances and by-laws to execute and deliver the Agreement, and any amendments thereto, for the Proposed Project between the **Town** and the Massachusetts School Building Authority on behalf of the **Town** and to bind the **Town** to its terms and conditions:

[Please list: Title/s (do not include a specific name) and Contact Information for the authorized governmental officer or governmental body signing the Project Funding Agreement. If a vote is required to authorize the governmental officer or governmental body to sign the Project Funding Agreement, please note such requirements here and submit a copy of said vote to the MSBA.]

6. The following elected or appointed governmental officer(s) or governmental body has the full legal authority under the laws of the Commonwealth of Massachusetts and all applicable local charters, ordinances and by-laws to make final, binding decisions with respect

to the Proposed Project described in the Agreement, and any amendments thereto, on behalf of the **Town**:

[Please list: Title/s (do not include a specific name) and Contact Information for the governmental officer or governmental body who is authorized to make final, binding decisions with respect to the Proposed Project. If a vote is required to authorize the governmental officer or governmental body to make binding decisions with respect to the Proposed Project, please note such requirements here and submit a copy of said vote to the MSBA.]

I hereby further certify that, to the best of my knowledge and belief, the above-listed certifications are true, complete and accurate.

IN WITNESS WHEREOF, signed this _____ day of _____, _____

Name (Print or Type)

Office/Title (Print or Type)

PROJECT FUNDING AGREEMENT

This PROJECT FUNDING AGREEMENT, (the “Project Funding Agreement”), dated as of _____, 20__ (the “Effective Date”) is entered into by and between the Massachusetts School Building Authority, an independent public authority of the Commonwealth of Massachusetts (the “Authority”), and the Town of Reading together with its successors and assigns (the “District” or “Owner”) (Authority and District or Owner collectively referred to herein as the “Parties”).

RECITALS

WHEREAS, the provisions of General Laws Chapter 70B, as amended (“Chapter 70B”), Chapters 208 and 210 of the Acts of 2004, and 963 CMR 2.00 *et seq.* authorize the Authority to provide a Total Facilities Grant (as defined in Section 1 below) to Eligible Applicants for approved school building construction, renovation, and repair projects; and

WHEREAS, the District has applied for and desires to receive a Total Facilities Grant from the Authority pursuant to the provisions of Chapter 70B, Chapters 208 and 210 of the Acts of 2004, and 963 CMR 2.00 *et seq.* for a Project (as defined in Section 1 below) consisting of replacing the existing J. Warren Killam Elementary School and constructing a new facility serving students in kindergarten through grade five, plus pre-kindergarten, on the site of the existing facility as it is more particularly described elsewhere in this Agreement; and

WHEREAS, the Authority has determined that the District’s Project is eligible for the receipt of a Total Facilities Grant, and the District has agreed to receive a Total Facilities Grant, pursuant to a schedule determined by the Authority and subject to all of the terms and conditions of this Project Funding Agreement; and

WHEREAS, the Project is in the best interests of the Commonwealth and the District with respect to its site, type of construction, sufficiency of accommodations, open space preservation, urban development, urban sprawl, and energy efficiency; and

WHEREAS, the District has confirmed that the Project is necessary to meet educational standards of the curriculum frameworks established by the board of education pursuant to M.G.L. c. 69, § 1E for anticipated enrollment levels; and

WHEREAS, the Project has a value over its useful life commensurate with the lifecycle cost of building, operating, and maintaining the school facility; and

WHEREAS, the Project is not at a school that has been the site of an approved school project pursuant to Chapter 70B or Chapter 645 of the Acts of 1948, as amended, within the 10 years prior to the Project Application date, or the Project is unrelated to such previously approved project in the same school; and

WHEREAS, the Project is within the capacity of the Authority to finance within revenues projected to be available to the Authority; and

District: Town of Reading
School Name: J. Warren Killam Elementary School
Project ID Number: 202102460017

WHEREAS, the District has confirmed that the commissioner of education has certified that adequate provisions have been made in the Project for children with disabilities, as defined in M.G.L. c. 71B, § 1; and

WHEREAS, the District has procured an Owner's Project Manager, as defined in Section 1 of this Agreement, using a qualifications-based selection process and such Owner's Project Manager has been approved by the Authority; and

WHEREAS, the District has procured a Designer for the Project in accordance with the provisions of M.G.L. c. 7C, s. 44 through 58, 963 CMR 2.04, 963 CMR 2.07(3) and any other applicable laws and regulations and said Designer has been approved by the Authority's Designer Selection Panel; and

WHEREAS, the Board of the Authority has voted to authorize the Executive Director to enter into a Project Funding Agreement with the District for the Project; and

WHEREAS, the District has taken all necessary votes authorizing the Project and has authorized and appropriated the Total Project Budget, in formats prescribed by or otherwise acceptable to the Authority;

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

The Authority agrees to provide a Total Facilities Grant to the District, subject to all of the following terms and conditions:

SECTION 1 DEFINITIONS

Capitalized terms that are not defined in this Section 1 shall have the meanings ascribed to them in Chapter 70B or 963 CMR 2.00 *et seq.* For purposes of this Project Funding Agreement, the following words shall have the following meanings:

"Assisted Facility" means the school facility that is eligible for and will receive either a Total Facilities Grant or partial payment of a Total Facilities Grant pursuant to this Project Funding Agreement.

"Construction Contract Documents" means all agreements, contracts, and other documents, including, but not limited to, the Owner-Contractor or Owner-CM at Risk Contracts and attachments thereto, Advertisements, Instructions to Bidders, Bidding Documents, Contract Forms, Conditions of the Contracts, Specifications, Drawings, Schedule of Values in a format acceptable to the Authority, all addenda issued prior to execution of the Contracts, and other documents listed in the Owner-Contractor or Owner-CM at Risk contracts and any amendments or modifications issued after execution of said contracts, executed by and between the District and the Contractors or any other parties that set forth the terms, conditions, requirements, and specifications for the design and construction of the Project. For purposes of this Project Funding Agreement, the Construction Contract Documents shall also at all times include a current construction schedule, a current Total Project Budget, and a current cash flow projection.

“CM at Risk” or “Construction Manager at Risk” means a sole proprietorship, partnership, corporation, or other legal entity that provides construction management at risk services as defined in G.L. c. 149A, § 2 and is the person or entity procured as such by the District in accordance with G.L. c. 149A, *et seq.*, and who is primarily responsible for the performance and execution of the construction work on the Project.

“Contractor” means the person or entity identified as such throughout the Construction Contract Documents and who is primarily responsible for the performance and execution of the construction work on the Project.

“Designer” means the individual, corporation, partnership, sole proprietorship, joint stock company, joint venture, or other entity engaged in the practice of architecture, landscape architecture, or engineering that meets the requirements of M.G.L. c. 7C, § 44 through 58 and has been procured and contracted by the District to perform professional design services.

“Educational Program” means a numerical and verbal description of a specific educational program for a specified number of students over a specified period of time, together with spaces needed to support the program, complete to the degree that a Designer may use it as the basic document from which to create the design of the Assisted Facility. A copy of the Educational Program for the Project is attached hereto as **Exhibit “H”** and is incorporated by reference herein.

“Effective Date” means the date stated in the first paragraph of this Project Funding Agreement which shall be the date on which this Project Funding Agreement shall take effect.

“Excusable Delay” means a delay of the Project that either (a) is solely because of a natural event, such as flood, storms, or lightning, that is not preventable by any human agency, or (b) is reasonably determined by the Authority to be excusable.

“Final Request and Certificate for Reimbursement” means the certificate in the form prescribed by the Authority, submitted by the District to the Authority upon final completion of the Project, that is (1) signed by the Owner’s Project Manager stating that, to the best of the Owner’s Project Manager’s knowledge and belief, the Project has been completed and constructed in accordance with all Construction Contract Documents; (2) signed by the Designer stating that, to the best of the Designer’s knowledge and belief, the Project has been completed and constructed in accordance with the Construction Contract Documents and all applicable building and safety codes in effect at the time of construction, and that the Project was constructed in accordance with the applicable MSBA sustainability requirements; and (3) signed by a duly authorized representative of the District stating, to the best of his/her knowledge and belief, that all of the terms and conditions of this Project Funding Agreement, all other agreements between the District and the Authority and all applicable regulations and guidelines of the Authority have been satisfied.

“Furnishings and Equipment Schedule” means, where applicable, the complete listing of furniture, fixtures, and equipment, as attached hereto as **Exhibit “F”**.

“Guaranteed Maximum Price” or “GMP” means the agreed total dollar amount for the Construction Manager at Risk services, including the cost of the work, the general conditions, the GMP contingency, and the fee charged by the Construction Manager at Risk firm.

“Monthly” means once each calendar month.

“Notice to Proceed” means the written communication issued by the District to the Contractor or CM at Risk authorizing him to proceed with the Owner-Contractor or Owner-CM at Risk contract and establishing the date for commencement of the contract time.

“Owner’s Project Manager” means the individual, corporation, partnership, sole proprietorship, joint stock company, joint venture, or other entity under contract with, designated by, or assigned by the District and approved by the Authority, to fully and completely manage and coordinate administration of the Project to completion. The Owner’s Project Manager must meet the qualifications set forth in M.G.L. c. 149, § 44A ½, 963 CMR 2.00 *et seq.*, and all applicable policies and guidelines of the Authority.

“Project” refers to replacing the existing J. Warren Killam Elementary School and constructing a new facility serving students kindergarten through grade five, plus pre-kindergarten, on the site of the existing facility as it is more particularly described elsewhere in this Agreement, which is a (1) Capital Construction Project, (2) Major Reconstruction Project, or (3) School Project, each as defined in Chapter 70B, §2.

“Project Cash Flow” means a detailed accounting of the projected amount of funding being received and expended by the District during the course of the Project on a monthly basis, which is attached hereto as **Exhibit “D”**.

“Project Permits” means all permits, approvals, consents, and licenses issued or granted by governmental authorities, necessary or appropriate to the construction, completion, and occupancy of the Project.

“Project Schedule” means the schedule for the Project, including a detailed estimated timeline as described in 963 CMR 2.09(11), which is attached hereto as **Exhibit “C”**.

“Project Scope” means the scope of the Proposed Project that has been mutually agreed to by the Authority and the District and as is attached hereto as **Exhibit “B”**.

“Project Scope and Budget Agreement” means the agreement described in 963 CMR 2.00, *et seq.* that has been executed by the Parties and is incorporated by reference herein.

“Project Scope and Budget Conference” means the conference described in 963 CMR 2.09(9).

“Project Site” means the specific location of the Project as more fully described in **Exhibit “E”** attached hereto.

“Schematic Drawings and Plans” means, where applicable to the Project, preliminary floor plans identifying programmatic and other spaces, elevations, site plans, plot plans, topographical plans, plans showing the location of the Project in relationship to other schools in the district, engineering studies, and any other plans deemed necessary by the Authority.

“Subcontractor” means a person or entity that has a direct contract with the Contractor or CM at Risk to perform a portion of the work on the Project.

“Total Facilities Grant” means the Authority’s final, approved, total financial contribution to an Approved Project, which is calculated by the Authority pursuant to the provisions of Chapter 70B, Chapter 208 of the Acts of 2004, and 963 CMR 2.00 *et seq.*, and paid to the District pursuant to a schedule established by the Authority and subject to the terms and conditions of this Project Funding Agreement.

“Estimated Maximum Total Facilities Grant” shall mean the estimated Total Facilities Grant amount, as set forth in the Total Project Budget (“Exhibit A”), which amount does not include reimbursement amounts for any potentially eligible costs within the owner’s contingency and construction contingency line items in the Total Project Budget (“Exhibit A”). The actual Total Facilities Grant for the Project may be an amount less than the Estimated Maximum Total Facilities Grant pursuant to the Authority’s regulations, policies, and guidelines and the provisions of this Agreement.

“Maximum Total Facilities Grant” shall mean the maximum Total Facilities Grant amount, as set forth in the Total Project Budget (“Exhibit A”), that shall not be exceeded under any circumstances. The Maximum Total Facilities Grant amount includes reimbursement amounts for any potentially eligible costs that may be expended from the owner’s contingency and the construction contingency line items in the Total Project Budget (“Exhibit A”) in accordance with the Authority’s regulations, policies and guidelines and the provisions of this Agreement. The eligibility of any such costs for reimbursement shall be determined by the Authority within its sole discretion provided that the total amount of Project costs eligible for reimbursement, including any eligible costs expended from the owner’s contingency and construction contingency line items, shall not exceed the Maximum Total Facilities Grant amount under any circumstances. The actual Total Facilities Grant for the Project may be an amount less than the Maximum Total Facilities Grant pursuant to the Authority’s regulations, policies, and guidelines and the provisions of this Agreement.

“Total Project Budget” means a complete and full enumeration of all costs, including both hard costs and soft costs, so-called, that the District reasonably estimates, to the best of its knowledge and belief, has been or will be incurred in connection with the planning, design, construction, development, the mobilization of the operation, and the completion of the Project, approved by the Authority, which may be updated from time to time by mutual agreement of the Parties and which is attached hereto as Exhibit “A”.

“Vendor” means any person, entity, business, or service provider under contract or agreement with the District to provide goods or services to the District in connection with the Project.

SECTION 2 THE PROJECT AND THE TOTAL FACILITIES GRANT

2.1 As of the Effective Date and subject to the satisfaction of or compliance with, as reasonably determined by the Authority, (a) all of the terms and conditions of this Project Funding Agreement, (b) the applicable provisions of Chapter 70B, Chapters 208 and 210 of the Acts of 2004, and 963 CMR 2.00 *et seq.*, and (c) any other rule, regulation, policy, guideline, approval, or directive of the Authority, the Authority hereby approves the following Estimated Maximum Total Facilities Grant for the Project: an amount that, except as specifically provided in this Section 2.1, shall under no Project Funding Agreement v.3.11.2025

circumstances exceed the lesser of (i) 52.19% of the final approved, total eligible Project costs, as determined by the Authority, ("Reimbursement Rate") or (ii) \$44,182,227.00 ("Estimated Maximum Total Facilities Grant"). Notwithstanding the foregoing, the Authority may determine, in its sole discretion, and subject to the limitations set forth in Section 2.3 of this Agreement, that expenditures from the owner's contingency and construction contingency line items of the Total Project Budget, so-called, are eligible for reimbursement, and in the event of any such determination, the Authority may adjust the above-stated Estimated Maximum Total Facilities Grant amount to account for the eligible, approved owner's and construction contingency expenditures up to a Maximum Total Facilities Grant of \$44,976,987.00. In no event shall the final, Maximum Total Facilities Grant, including any eligible owner's and construction contingency amounts, exceed \$44,976,987.00. The Parties hereby acknowledge and agree that the Estimated Maximum Total Facilities Grant and Maximum Total Facilities Grant amounts set forth in this Section 2.1, are maximum amounts of funding that the District may receive from the Authority for the Project, and that the final amount of the Total Facilities Grant may equal an amount less than either of the aforesaid amounts, as determined by an audit conducted by the Authority. Any costs and expenditures that are determined by the Authority to be either in excess of the above-stated Total Facilities Grant or ineligible for payment by the Authority shall be the sole responsibility of the District. The Reimbursement Rate set forth above, and as more fully described in the reimbursement rate summary, attached hereto as **Exhibit "I"**, includes incentive reimbursement points pursuant to G.L. c. 70B, § 10(a)(C). Any incentive reimbursement points for green/energy efficiency that may be included in this Agreement have been provisionally assigned and are subject to a final determination by the Authority as to the District's eligibility to receive such incentive reimbursement points. The Reimbursement Rate set forth above and the Total Facilities Grant shall be subject to a decrease, as provided in Section 2.4 of this Agreement, if the Authority determines, in its sole discretion, that the District is ineligible to receive any portion of the incentive reimbursement points that have been provisionally assigned, as described herein, or such other incentive reimbursement points that may be assigned by the Authority.

2.2 In the event that the Authority determines that the Project is not in accordance or compliance with the Project Scope, the Project Schedule, the Total Project Budget, the Furnishings and Equipment Schedule, the Construction Contract Documents, the Schematic Drawings and Plans, all of the covenants in Section 3 of this Project Funding Agreement, all other terms and conditions of this Project Funding Agreement, the provisions of Chapter 70B, Chapters 208 and 210 of the Acts of 2004, 963 CMR 2.00 *et seq.*, and any other applicable rule, regulation, policy, guideline, approval, or directive of the Authority, or is delayed (other than an Excusable Delay), then the Authority may temporarily and/or permanently withhold payments to the District for the Project, provided that the Authority shall not unreasonably withhold any such payments. In the event that the Authority either temporarily or permanently withholds payment for the Project, the District hereby agrees and acknowledges that the Authority shall have no liability for any such withholding of payment or any loss that may occur as a result of any such withholding of payment.

2.3 The Parties hereby acknowledge and agree that, in the event that the lowest, responsible bid or the Guaranteed Maximum Price accepted by the District for the construction of the Project is lower than the corresponding amount set forth in the Total Project Budget, the Authority shall reduce the Total Facilities Grant amount set forth in Section 2.1 of this Agreement accordingly. The Parties hereby further acknowledge and agree that, in the event that the lowest, responsible bid or Guaranteed Maximum Price accepted by the District for the construction of the Project exceeds the corresponding amount set forth in the Total Project Budget, the Authority shall not make any adjustments to its Total Facilities Grant on account of the bid, and the increased costs shall be the sole responsibility of the

District. The Parties hereby further acknowledge and agree that, in the event that the lowest, responsible bid or Guaranteed Maximum Price accepted by the District for construction of the Project exceeds the corresponding amount set forth in the Total Project Budget, the District may use a reasonable amount of the owner's and/or construction contingency to fund the cost of any such budget overrun; provided, however, that expenditures of owner's and/or construction contingency funds for the purpose of funding such budget overruns shall not be eligible for reimbursement by the Authority and shall be the sole responsibility of the District.

2.4 The Reimbursement Rate for the Project is calculated as set forth in the reimbursement rate summary, attached hereto as **Exhibit "I"**, and shall be subject to the provisions of M.G.L. c. 70B, 963 CMR 2.00 *et seq.*, and the policies and guidelines of the Authority. Any incentive reimbursement points that may be included in the calculation of the Reimbursement Rate, as it may be amended from time to time by the written agreement of the Authority, must be earned, as determined by the Authority in its sole discretion, and shall be subject to audit by the Authority. If the Authority determines, in its sole discretion, that the District is ineligible to receive any portion of the incentive reimbursement points that may be included in the calculation of the Reimbursement Rate, as it may be amended from time to time by the written agreement of the Authority, the Authority may, in its sole discretion, decrease the Reimbursement Rate and the Total Facilities Grant accordingly. Any such decrease in the Reimbursement Rate, and corresponding decrease in the Total Facilities Grant, shall be applied retroactively to all payments made to the District by the Authority under the terms of this Agreement and to all requests for reimbursement of eligible Project costs made by the District to the Authority under the terms of this Agreement. If the Authority determines that, as a result of a decrease in the Reimbursement Rate, or a corresponding decrease in the Total Facilities Grant, it has made overpayments to the District, the Authority may recover the amount of such overpayments from the District by whatever remedies are available to it under this Agreement or under applicable law, including, but not limited to, set off against any future payments owed to the District for reimbursement of eligible Project costs, as determined by the Authority. Upon written demand by the Authority, the District shall promptly return to the Authority the amount of any such overpayments unless otherwise agreed to in writing by the Authority.

2.5 The Basis of Total Facilities Grant set forth in Exhibit A to this Agreement includes all budgeted costs for the Feasibility Study authorized by the Authority for the Project ("Feasibility Study Budget") and supersedes and replaces any other Feasibility Study budget that may have been authorized by the Authority and set forth in any Feasibility Study Agreement between the Authority and the District. The Total Facilities Grant set forth in Section 2.1 of this Agreement is calculated by applying the Reimbursement Rate set forth in Exhibit I of this Agreement to the Basis of Total Facilities Grant, which includes the Feasibility Study Budget for the Project. Notwithstanding the provisions of any Feasibility Study Agreement between the Authority and the District, the approved, eligible costs of a Feasibility Study authorized by the Authority for the Project will be reimbursed, retroactively and prospectively, based upon the Reimbursement Rate set forth in Section 2.1 and Exhibit I to this Agreement. Because the Feasibility Study Budget included within the Total Project Budget in this Agreement does not take into account any payments that may already have been made to the District by the Authority for the costs of a Feasibility Study under a Feasibility Study Agreement between the Authority and the District, if any, the Authority shall deduct from the Total Facilities Grant set forth in this Agreement the amount of any payments already made to the District by the Authority for the costs of a Feasibility Study pursuant to the provisions of any Feasibility Study Agreement. Nothing stated in this section of this Agreement shall impair the right of the Authority to make adjustments to the Reimbursement Rate and the Total Facilities Grant or to audit and determine ineligible costs as

provided elsewhere in this Agreement and in the Authority's statutes, regulations, policies, guidelines and standards.

SECTION 3 COVENANTS

The District covenants and agrees that as long as this Project Funding Agreement is in effect, the District shall and shall cause its employees, agents, and representatives to perform and comply with the following covenants:

3.1 The District acknowledges and agrees that the Authority's grant program, established pursuant to Chapter 70B, Chapters 208 and 210 of the Acts of 2004, 963 CMR 2.00 *et seq.*, and any other applicable rule, regulation, policy or guideline of the Authority, is a non-entitlement, discretionary program based on need and the District shall not be entitled to any funds from the Authority except as provided in this Project Funding Agreement.

3.2 The District shall and shall cause its employees to comply with all provisions of this Project Funding Agreement; all other agreements related to the Project that have been referenced herein or otherwise approved in writing by the Authority; and all provisions of law that are applicable to the Project and this Project Funding Agreement and the District shall take all action necessary to fulfill its obligations under this Project Funding Agreement and under all other agreements related to the Project that have been referenced herein or otherwise approved by the Authority.

3.3 The District hereby agrees that it shall submit all Project information, including but not limited to, Total Project Budget information, plans, specifications, Project Schedules, and Project progress reports, and any additional information that may be requested by the Authority, to the Authority in a timely manner in a form satisfactory to the Authority.

3.4 The District hereby agrees that it shall use its best efforts and resources to diligently satisfy and complete each of the terms and conditions of this Project Funding Agreement as promptly as possible.

3.5 The District hereby acknowledges and agrees that all costs related to the Project, including the costs identified in the Total Project Budget and costs of the items appearing in the Project Scope, shall be subject to review and audit by the Authority, and the Authority shall determine, in its sole discretion, whether such costs are eligible for reimbursement pursuant to this Agreement and the Authority's regulations, policies, and guidelines. There may be Project costs, in addition to the items specifically identified as ineligible in the Total Project Budget, the Project Scope, the Furnishings and Equipment Schedule, and/or other parts of this Agreement that are ineligible for reimbursement according to such regulations, policies, and guidelines. The District hereby further acknowledges and agrees that certain costs incurred by the District in connection with the Project shall not be eligible for reimbursement by the Authority, pursuant to 963 CMR 2.07, 2.08, 2.09, 2.10, 2.11, 2.17 and other rules, regulations, policies, and guidelines of the Authority, including, but not limited to, the following:

(a.) Financing and Interest Costs. The District hereby acknowledges and agrees that any financing costs incurred by the District, including, but not limited to, interest, principal, costs

of issuance and any other cost related to short or long term bonds, notes or other certificates of indebtedness, refunding notes or bonds, temporary loans, or any other form of indebtedness issued by the District in relation to an Approved Project and all costs associated with credit rating services, legal services related to the issuance of any indebtedness and financial consulting services shall not be eligible for reimbursement by the Authority.

(b.) Legal Fees and Costs. The District hereby acknowledges and agrees that the cost of legal services, including, but not limited to, bond counsel fees, attorney's fees, arbitration or mediation fees, filing fees, and any other legal fees, costs, or expenses incurred by the District in connection with the Project shall not be eligible for reimbursement by the Authority.

(c.) Site Costs. The District hereby acknowledges and agrees that the Authority shall not reimburse the District for any costs associated with site work that exceed eight percent (8%) of the approved building costs of the Project, as determined by the Authority, or are otherwise ineligible for reimbursement pursuant to the Authority's regulations, policies, or guidelines, including, without limitation, the Authority's Site Cost Allowance Guidance.

(d.) Furniture, Fixtures, and Equipment Costs; Technology Costs. The District hereby acknowledges and agrees that the Authority shall only reimburse the District for costs associated with Furniture, Fixtures, and Equipment that are: (a) set forth on Exhibit F; (b) eligible for reimbursement pursuant to the Authority's regulations, policies, and guidelines; (c) do not exceed a total of \$1,200 per student, according to the enrollment agreed to in writing by the Authority and the District; and (d) within the Total Facilities Grant amount set forth in Section 2 of this Agreement. The District hereby further acknowledges and agrees that the Authority shall only reimburse the District for costs associated with technology that are: (a) set forth in this Agreement; (b) eligible for reimbursement pursuant to the Authority's regulations, policies, and guidelines; (c) do not exceed a total of \$1,200 per student, according to the enrollment agreed to by the Authority; and (d) within the Total Facilities Grant amount set forth in Section 2 of this Agreement.

(e.) All other costs identified in 963 CMR 2.17(5).

All project costs and Project Scope items are subject to review and audit by the Authority, and whether a project cost is eligible for reimbursement shall be determined by the Authority, in its sole discretion, during the Authority's audit of the Project.

3.6 The District hereby acknowledges and agrees that the Authority's Total Facilities Grant is subject to the District's adherence to and maintenance of the Project Scope, Project Schedule, Total Project Budget, and, where applicable, the Furnishings and Equipment Schedule, and the District shall not make any changes, additions, or reductions to the Project Scope, Project Schedule, Total Project Budget, or the Furnishings and Equipment Schedule without the prior written approval of the Authority. Any increases to the Total Project Budget as set forth in Exhibit A as of the Effective Date, shall not result in any changes to the amount of the Total Facilities Grant set forth in Section 2.1 of this Project Funding Agreement.

3.7 The District hereby acknowledges and agrees that the Authority shall not provide any funding for the Project in excess of the amount of the Total Facilities Grant set forth in Section 2 of this Agreement.

3.8 The District hereby acknowledges and agrees that the Authority shall not be required or obligated to make any payment of the Total Facilities Grant for eligible Project costs while an Event of Default, as defined in Section 22, shall have occurred.

3.9 The District hereby acknowledges and agrees that it shall provide the Authority with an updated Total Project Budget on a Monthly basis that shall include, but not necessarily be limited to, the following: (a) the projected total Project costs, (b) actual expenditures to date, (c) estimated remaining expenditures for the Project, (d) a detailed explanation of all variances from Total Project Budgets previously submitted to the Authority, (e) all sources and amounts of funding, and (f) an updated Project Schedule.

3.10 The District hereby agrees that, in order to demonstrate that adequate funding for the Project is available, it shall provide the Authority in a format prescribed by or otherwise acceptable to the Authority, with (a) an updated Capital Budget Statement; (b) an updated Project Cash Flow projection on a Monthly basis; and (c) an updated Sources and Use Form that sets forth the sources of all of the funding the District will apply to the project, equal to the Total Project Budget. The District hereby further agrees that, upon the request of the Authority, it shall provide the Authority with copies of its financial statements and other details relating to the financial condition of the District.

3.11 The District hereby acknowledges and agrees that, in the event that it receives, has received, or is eligible to receive any insurance proceeds, damages, awards, payments, rebates, grants, or donations from any third party or funding source, other than the Authority, for or in connection with the Project, all such amounts shall be disclosed to the Authority in writing. Further, any amounts that are subject to the MSBA's Third-Party Funding Policy shall be deducted from the total amount of eligible project costs (also known as Basis of Total Facilities Grant), as determined by the Authority, and the remaining amount of eligible costs shall be apportioned according to the District's reimbursement rate to calculate the maximum Total Facilities Grant.

3.12 The District shall use the Authority's Contract for Project Management Services, Contract for Designer Services, and any other standard contracts, contract provisions, guidelines, procurement documents, requests for services, and forms prescribed by, or otherwise acceptable to, the Authority to procure and hire any Owner's Project Manager, Designer, Contractor, CM at Risk, professionals, or Consultants in connection with the Project.

3.13 During the course of the Project, the District shall investigate and review, and shall require the Owner's Project Manager, if required for the Project, and the Designer to investigate and review the progress and quality and construction of the Project. The District shall undertake all reasonable efforts designed to ensure that the Contractor or CM at Risk, Subcontractors, and all Vendors expeditiously and diligently construct, equip, and complete the Project in a good and workmanlike manner.

3.14 The District hereby acknowledges and agrees that it shall keep all records related to the Project including, but not limited to, those records described in 963 CMR 2.17(4), for as long as the Assisted Facility is in service as a public school or remains under the ownership or control of the District or for such period of time as is prescribed by applicable law relating to the retention of public records, whichever is longer. The District shall and shall cause its employees, agents, representatives, and its Owner's Project Manager, Designer, Contractor or CM at Risk, and Vendors to keep adequate records

of the Project and shall make all Project records and the Project site available to the Authority, representatives of the Authority, and the Authority's Commissioning Consultant.

3.15 The District shall neither change nor permit a change of the Designer or any of its key personnel or sub-consultants without the prior written approval of the Authority in accordance with the provisions of 963 CMR 2.07(3). If there is any change or proposed change in the Designer or any of its key personnel or subconsultants, the District shall give a written notice to the Authority that shall include a statement of reasons for the change or proposed change and an explanation of the impact of the change or proposed change on the Project. The District shall not contract with a new Designer without first obtaining the Authority's written approval of the new Designer. The District shall comply with all applicable provisions of law in the procurement of a new Designer.

3.16 The District shall not change the Contractor or CM at Risk without first giving prior written notice to the Authority of the District's intent to make such a change in accordance with the provisions of 963 CMR 2.07(3). As part of its written notice to the Authority, the District shall provide a statement of reasons for the proposed change and an explanation of the impact of the change on the Project. The District shall comply with all applicable provisions of law in selecting or otherwise allowing a new Contractor to take over the Project and the District shall provide written notice to the Authority identifying the new Contractor or CM at Risk and describing the process by which the new Contractor or CM at Risk was selected for or otherwise took over the Project.

3.17 By no later than ten (10) days after the Effective Date, the District shall certify to the Authority in writing that it has delivered this Project Funding Agreement to any Designer, Owner's Project Manager, and Contractor or CM at Risk hired, or otherwise assigned to the Project, by the District and shall provide the Authority with copies of the transmittal letters and any documents evidencing such delivery. In the event that the Owner's Project Manager, Designer, Contractor or CM at Risk is hired or assigned by the District after the Effective Date, the District shall deliver this Project Funding Agreement to said Owner's Project Manager, Designer, Contractor or CM at Risk within ten (10) days after the effective date of hire or assignment.

3.18 With respect to all actions taken in relation to the Project, the District and all of its officers, agents and employees shall observe and obey, and shall include language in all of its contracts with the Owner's Project Manager, Designer, Contractor or CM at Risk, and all Vendors requiring them to observe and obey, all federal, state and local laws, regulations, ordinances, codes, statutes, orders and directives and any other applicable provisions of law.

3.19 The District shall require the Contractor or CM at Risk to indemnify the Authority and comply with the indemnification requirements set forth in Section 16 of this Project Funding Agreement. Within sixty (60) days after the Effective Date, the District shall provide the Authority with written documentation evidencing such indemnification of the Authority, unless otherwise agreed in writing by the Authority. In the event that the Contractor or CM at Risk is hired or assigned by the District after the Effective Date, the District shall provide such written documentation evidencing such indemnification within ten (10) days after the effective date of hire or assignment. In the event that the District does not obtain indemnification of the Authority from the Contractor or CM at Risk within these deadlines, the Authority may terminate this Project Funding Agreement.

3.20 The District shall furnish to the Authority such further affidavits, certificates, opinions of counsel, surveys and other documents and instruments as may be required by the Authority to ensure

that the terms of this Project Funding Agreement are being observed and performed in all respects, and that the Project is progressing satisfactorily as planned in strict compliance with all applicable federal, state and local laws, regulations, ordinances, codes, statutes, orders and directives and any other applicable provisions of law.

3.21 During the course of the Project, the District shall submit to the Authority a list of all proposed changes (in the form of a Potential Change Order log, so-called) and all actual changes, amendments, addenda to the Construction Contract Documents, the Owner-Designer contract and the Owner-OPM contract. The District shall submit all executed change orders, extra work orders, or modifications to the Project to the Authority for the Authority to consider whether the costs associated with such change orders, extra work orders, or modifications are eligible for reimbursement by the Authority pursuant to this Project Funding Agreement. The District hereby acknowledges and agrees that the Authority's review of the proposed change orders, change orders, and amendments shall be limited to whether the change order or amendment may be eligible for reimbursement pursuant to this Agreement and the Authority's regulations, policies, and guidelines. The District must independently determine whether the proposed change order or amendment is reasonable and necessary for the Project. Nothing stated herein shall relieve the District of its obligation to comply with all applicable law related to the processing of change orders and amendments by the District.

3.22 The District shall undertake all reasonable efforts to ensure that the Contractor or CM at Risk and Subcontractors obtain all Project Permits and shall certify to the Authority in writing that the Contractor or CM at Risk and Subcontractors have obtained such Project Permits within fifteen (15) days after the Project Permits have been obtained. With respect to any of the Project Permits that are required by law to be recorded or filed with any government office, the same shall be duly recorded and filed in accordance with all applicable requirements. The Authority shall have the right to request copies of Project Permits at any time, and the District shall make available any Project Permits requested by the Authority.

3.23 Prior to receiving final payment from the Authority, the District shall have obtained all required inspections and approvals of the Project that are required by law or otherwise required by the Authority.

3.24 The District hereby acknowledges and agrees that the Authority shall engage an independent party, not affiliated or associated with the Owner's Project Manager, Designer, Contractor or CM at Risk, to provide commissioning services with the intent of achieving, verifying and documenting the performance of building systems in accordance with the design intent and the functional and operational needs of the District (hereinafter "Commissioning Consultant"). The District agrees that it shall fully cooperate with and accommodate the commissioning efforts undertaken by the Authority and the Commissioning Consultant and shall require the Owner's Project Manager, Designer, and the Contractor or CM at Risk to provide the same level of cooperation and accommodation. The District further agrees to allow adequate time within its Project Schedule to allow the Authority's Commissioning Consultant to perform its work, and the Authority shall not be responsible for any delays that may result from the Commissioning Consultant's work.

3.25 Within ninety (90) days after the District approves final payment to the Contractor or CM at Risk for the Project, or provides such other appropriate documentation, as reasonably determined by the Authority, indicating that the construction of the Project is one hundred percent (100%) complete, the District shall submit to the Authority a Final Request and Certificate for Reimbursement and an

accounting of the total final Project costs in a form prescribed by or otherwise acceptable to the Authority.

3.26 The District hereby agrees that, upon completion of the Project, the Assisted Facility shall have an anticipated useful life of at least 50 years as a public school or that the Project will materially extend the useful life of the School and preserve an asset that otherwise is capable of supporting the required Educational Program.

3.27 The District hereby acknowledges and agrees that neither the District nor any of its employees, officials, or agents shall submit any false or intentionally misleading information or documentation to the Authority in connection with this Project Funding Agreement, and further acknowledges and agrees that the submission of any such information or documentation shall be a material breach of this Project Funding Agreement and shall be cause for the Authority to revoke any and all payments otherwise due to the District, to recover any previous payments made to the District, and/or make the District ineligible for any further funding from the Authority. The District hereby further agrees that it shall have a continuing obligation to update and notify the Authority in writing when it knows or has any reason to know that any information or documentation submitted to the Authority contains false, misleading or incorrect information.

3.28 The District hereby acknowledges and agrees that the Authority shall bear no responsibility, cost or liability for the results of any study, environmental assessment, geotechnical site testing, including but not limited to, site remediation, clean-up, or other site remediation services.

3.29 The District hereby acknowledges and agrees that the requirements set forth in the Agreement are intended solely for the benefit and protection of the Authority as the grantor of Project funding. Nothing herein shall be construed as advice to, nor create a duty to provide advice to, the District regarding legal or contractual requirements or best practices for the Project. It is solely the obligation of the District to determine and comply with all legal requirements applicable to the Project and to determine and enforce any necessary contractual requirements and obligations of its Designer, Owner's Project Manager, and Contractor or CM at Risk.

3.30 The District shall not issue the Notice to Proceed prior to the Effective Date unless otherwise agreed to in writing by the Authority.

3.31 The District shall use its best efforts to monitor the performance of the Owner's Project Manager, Designer, Contractor or CM at Risk, and Vendors and shall use its best efforts to enforce the provisions of the District's contracts with each of them.

3.32 The District shall not combine, consolidate, or conjoin in any way the procurement, pre-qualification or selection of an Owner's Project Manager, Designer, Contractor, CM at Risk at Risk, Subcontractor, consultant or vendor for the Project with the procurement, pre-qualification or selection of an Owner's Project Manager, Designer, Contractor, CM at Risk at Risk, Subcontractor, consultant or vendor for any other construction, repair or renovation project without the express prior written approval of a duly authorized representative of the Authority. Any costs incurred by the District that relate to, or arise out of, the use of a combined, consolidated or conjoined procurement, pre-qualification or selection process as proscribed above, including, but not limited to, the preparation of bid documents, requests for services, and requests for qualifications, without the express prior written approval of a duly authorized representative of the Authority shall not be eligible for reimbursement.

3.33 Specifications for Construction Contract Documents shall comply with, among other things, the provisions of G.L. c. 30, § 39M(b). If the District intends to include specifications that are written for less than full competition for one or more items of material furnished under the Construction Contract Documents (so-called “proprietary specifications”) as described in G.L. c. 30, § 39M(b), the District shall provide to the Designer for inclusion with the Designer’s Construction Documents submittals to the Authority the supporting documentation required by G.L. c. 30, § 39M(b). Upon request by the Authority, the District shall submit to the Authority, all documentation required by G.L. c. 30, § 39M(b) and any additional documentation or certifications that the Authority may require. If the District fails to comply with the provisions of G.L. c. 30, § 39M(b) or this paragraph, the Authority may deem ineligible some or all of the costs related to such proprietary specifications.

3.34 The District hereby agrees, that upon three or more years of the Assisted Facility being constructed and occupied, the District shall participate in the Authority's Post Occupancy Evaluation program. The District hereby further agrees that it shall collaborate and coordinate with MSBA staff and provide school-specific data and/or documentation in order to complete the Post Occupancy Evaluation in a timely manner and in a form satisfactory to the Authority, including but not limited to, surveys, online data collection forms, and questionnaires. Further, the District agrees to participate in a site visit conducted by the Authority at the Assisted Facility in accordance with MSBA's guidelines.

SECTION 4

REPRESENTATIONS AND WARRANTIES

The District and the undersigned, for themselves and for the District, hereby warrant and represent that each of the following statements is true, correct and complete:

4.1 The District is validly organized and existing under and by virtue of the laws of the Commonwealth, has full power and authority to own its properties and carry on its business as now conducted, and has full power and authority to execute, deliver and perform its obligations under this Project Funding Agreement.

4.2 The District is duly authorized and has taken all necessary steps to authorize the execution and delivery of this Project Funding Agreement and to perform and consummate all transactions contemplated by this Project Funding Agreement. The undersigned have been duly authorized in accordance with law to execute and deliver this Project Funding Agreement on behalf of the District. This Project Funding Agreement and its execution by the undersigned does not and will not, to any material extent, conflict with or result in the violation of any charter, by-law, ordinance, order, rule, regulation, statute or any other applicable provision of law or any order, rule, regulation or judgment of any court or other agency of government.

4.3 The District has all requisite legal power and authority to own, or to control in accordance with the provisions of 963 CMR 2.09(5)(a), and to operate the Assisted Facility and Project Site for the useful life of the Assisted Facility.

4.4 The District holds fee simple title, or, in the alternative, a lease in accordance with the provisions of 963 CMR 2.09(5)(a), to the Assisted Facility and the Project Site and any easements and

rights-of-way, necessary to ensure the undisturbed use and possession of the Assisted Facility and Project Site.

4.5 No information furnished by or on behalf of the District to the Authority in this Project Funding Agreement, including all Exhibits attached hereto, the Project Scope and Budget Agreement, the Feasibility Study Agreement, the Initial Compliance Certification, or any other document, certificate or written statement furnished to the Authority in connection with the Statement of Interest or Project contains any untrue statement of a material fact or omits any material fact necessary to make the statements contained in this Agreement or in the aforementioned documents not misleading in light of the circumstances in which the same were made.

4.6 The District has duly obtained all necessary votes, resolutions, appropriations, and local approvals for the Project, in accordance with formats prescribed by or otherwise acceptable to the Authority, and has taken all actions necessary or required by law to enable it to enter into this Project Funding Agreement and to fund and perform its obligations hereunder in accordance with the Authority's policies and standards. This Project Funding Agreement constitutes a valid and binding obligation of the District, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or other laws heretofore or hereafter enacted and general equity principles.

4.7 The District has read and fully understands and shall remain in compliance with Chapter 70B; Chapter 208 and 210 of the Acts of 2004; 963 CMR 2.00 *et seq.*, and all other applicable rules, regulations, policies, guidelines, approvals, directives, and procedures of the Authority.

4.9 The District has read and fully understands the provisions of 963 CMR 2.09 and warrants and represents that the Project has been designed and constructed in accordance with the requirements and standards set forth in 963 CMR 2.09.

4.10 The District has read and fully understands the provisions of 963 CMR 2.17 and understands that certain costs and expenses incurred by the District in connection with the Project shall not be eligible for reimbursement by the Authority, including, but not limited to, those items listed in 963 CMR 2.17 and/or identified in this Agreement.

4.11 The District has read and fully understands the provisions of 963 CMR 2.17(4) and has a record keeping system in place to file, track, and retain all records related to the Project for as long as the Assisted Facility is in service as a public school or remains under the ownership of the District or for such period of time as is prescribed by applicable law relating to the retention of public records, whichever is longer.

4.12 The Project has successfully undergone review and obtained all necessary approvals, or shall have successfully undergone review and obtained all necessary approvals prior to the solicitation of construction bids, by any departments or agencies of the Commonwealth required by law to review such projects, including, but not limited to, the Massachusetts Historical Commission, the Massachusetts Commission Against Discrimination, the Secretary of Environmental Affairs, and the Architectural Access Board in accordance with all applicable laws and regulations and the District has provided, or shall have provided prior to the solicitation of construction bids, any written documentation evidencing such reviews and/or approvals to the Authority.

4.13 No litigation before or by any court, public board or body is pending against either the District or the Authority seeking to restrain or enjoin the execution and delivery of this Project Funding Agreement or the construction or operation of the Project, or contesting or affecting the validity of this Project Funding Agreement or the power of the District to pay its share of the Project.

4.14 The District has read and fully understands the provisions of the Massachusetts Conflict of Interest law, M.G.L. c. 268A, and has implemented policies and procedures to ensure that all District employees, agents, consultants, and representatives and the Owner's Project Manager, Designer, Contractor, and Vendors working on or for the Project are in compliance with M.G.L. c. 268A to the extent that it is applicable.

4.15 The District meets all of the applicable requirements of M.G.L. c. 7C, §44A through 58, inclusive; c. 70B; c. 149; chapter 193 of the Acts of 2004; 963 CMR 2.00 *et seq.*; and all other applicable provisions of federal, state, and local law, and has implemented policies and procedures to ensure that all District employees, agents, consultants, and representatives and the Owner's Project Manager, Designer, Contractor, and Vendors working on or for the Project are in compliance with the applicable requirements of M.G.L. c. 7C, § 44A through 58, inclusive; c. 70B; c. 149; chapter 193 of the Acts of 2004; 963 CMR 2.00 *et seq.*; and all other applicable provisions of federal, state, and local law.

4.16 The District has implemented policies and procedures to prevent and eliminate fraud, waste, and abuse of public funds in connection with the Project.

4.17 The District has submitted all audit materials requested by the Authority in connection with any project for which the District has received or anticipates receiving funding from the Authority.

4.18 The District has submitted to the Authority a completed electronic payments form, as prescribed by the Authority and attached hereto as in accordance with the instructions stated on the form.

4.19 In each fiscal year since fiscal year 1999, the District has spent at least 50% of the sum of the District's calculated foundation budget amounts for the purposes of foundation utility and ordinary maintenance expenses and extraordinary maintenance allotment as defined in M.G.L. c. 70 for those purposes.

4.20 All meetings of all public bodies in the District that relate in any way to the Project, including, but not limited to, the meetings of the District's school building committee, have been conducted, and shall be conducted, in compliance with the provisions of G.L. c. 30A, §§ 18 – 25, 940 CMR 29.00 *et seq.*, and all other applicable law.

4.21 The District shall work with its local counsel to ensure that any contracts related to the Project, to which the District is a party, meet the applicable requirements of M.G.L. c. 149, § 44A (2)(g), and contain workforce participation goals for minorities and women, and include the processes and procedures to ensure compliance with the workforce participation goals, including reporting and enforcement provisions.

The District shall work with its local counsel to ensure that any contracts related to the Project, to which the District is a party, meet the applicable requirements of M.G.L. c. 7C, §6 and M.G.L. c. 7, Project Funding Agreement v.3.11.2025

§61, and contain Annual Program Goals for Minority Business Enterprise (“MBE”) and Women Business Enterprise (“WBE”) Participation, and include the processes and procedures to ensure compliance with the Minority and Women Business Goals, including reporting and enforcement provisions.

SECTION 5

DISBURSEMENT OF TOTAL FACILITIES GRANT

Subject to the terms and conditions of this Project Funding Agreement, the Authority shall disburse Total Facilities Grant funds to the District in accordance with and subject to the following:

5.1 (a.) Using the Authority’s Pro-Pay system, the District shall submit requests for reimbursement to the Authority on a Monthly basis in a format and manner prescribed by the Authority. Each Monthly request for reimbursement shall be approved locally by a duly authorized representative of the District, shall be in a form prescribed by or otherwise acceptable to the Authority, and shall include, in reasonable detail: (1) the amount of reimbursement requested, (2) the nature of the materials, property, or services received, (3) the total value of the work performed and materials furnished by each of the Designer, Contractor, Owner’s Project Manager, and each Vendor to date, (4) the value of the work completed during the reimbursement period, and (5) the percentage of completion to date for each line item of work.

(b.) Each request for reimbursement submitted by the District shall be accompanied by (1) the invoices for each of the amounts requisitioned, (2) proof of payment by the District, and (3) any other supporting documentation and information substantiating the District’s request for reimbursement, as the Authority may request, in a form satisfactory to the Authority.

(c.) Each request for reimbursement shall include a written certification signed by a duly authorized representative of the District stating that: (1) such request for reimbursement is solely for costs incurred by the District in connection with the Project, (2) the obligations itemized in the request for reimbursement have not been the basis for a prior request for reimbursement submitted by the District that has been paid or rejected by the Authority, unless otherwise directed by the Authority, (3) the request for reimbursement is for work actually and properly performed or for materials or property properly identified in the request for reimbursement as not incorporated in the work but delivered and suitably stored at the Project Site, (4) the request for reimbursement properly identifies materials or property approved for payment by the District as stored off the Project Site, with all costs of storage, insurance, perpetual inventory, monthly inspection and any maintenance requirement borne by the Contractor, and that the District has received the necessary proof of insurance and titles to the materials or property prior to payment to the Contractor, (5) the District has disclosed any rebates, monetary settlements, grants, monetary donations, surety bond payments, insurance proceeds, or any other funding from a third party, other than the Authority, that it has received or will receive in connection with the Project that is the subject of the request for reimbursement, (6) the request for reimbursement is for costs that already have been duly paid by the District, and (7) the request for reimbursement is within the Total Project Budget approved by the Authority.

(d.) After receipt from the District of a timely and properly submitted request for reimbursement, the Authority shall make a reasonable effort to reimburse the District for the Authority’s share of eligible Project costs, subject to the terms and conditions of this Project Funding

Agreement, within 15 days of receiving such request for reimbursement. The District hereby acknowledges and agrees that the amount of eligible Project costs reimbursed by the Authority may be subject to change depending on the results of an audit conducted by the Authority pursuant to Sections 5 and 6 of this Project Funding Agreement.

5.2 The Authority may review and perform a preliminary audit on each request for reimbursement submitted pursuant to this Section 5 to ensure that only eligible, approved costs of the Project are reimbursed by the Authority. In the event that the Authority determines that an item contained in a request for reimbursement submitted by the District is not eligible for reimbursement by the Authority, the Authority shall adjust a pending or a subsequent reimbursement to the District to account for the ineligible costs. The District hereby acknowledges and agrees that each audit conducted pursuant to this Section 5 is preliminary, and the Authority may further adjust and alter the results of a preliminary audit after conducting subsequent audits or the final project cost audit of the Project pursuant to Section 6 of this Project Funding Agreement.

5.3 Notwithstanding any other provisions of this Project Funding Agreement to the contrary, in no event shall disbursements of the Total Facilities Grant by the Authority exceed, in the aggregate, ninety-five percent (95%) of the Total Facilities Grant described in Section 2 of this Project Funding Agreement, unless the District has filed a Final Request and Certificate for Reimbursement and the Authority has completed a final project cost audit of the Project pursuant to Section 6 of this Project Funding Agreement.

SECTION 6

FINAL PROJECT COST AUDIT

6.1 Upon the filing of a Final Request and Certificate for Reimbursement with the Authority or at a time determined by the Authority, the Authority shall conduct a final, close-out project cost audit of the Project, including a review of all requests for reimbursement and other documentation submitted to the Authority during the course of the Project, any other documents or materials that the Authority may request, and an inspection of the Project, to determine the final Total Facilities Grant. The District hereby agrees and acknowledges that the Contractor's, Owner's Project Manager's and Designer's records shall be subject to audit by the Authority and such records shall include, but not be limited to, to the extent applicable, accounting records, written policies and procedures, Subcontractor files (including proposals of successful and unsuccessful bidders, bid tabulations, etc.), original estimates, estimating work sheets, correspondence, change order files (including documentation covering negotiated settlements), backcharge logs and supporting documentation, general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends, and any other Contractor records which may have a bearing on matters of interest to the Authority in connection with the Contractor's work for the District. All of the foregoing shall be open to inspection and subject to audit and/or reproduction by the Authority and/or its agent and/or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Contractor compliance with all requirements of the Construction Contract Documents, and (b) compliance with provisions for pricing change orders, invoices or claims submitted by the Contractor or any of his payees.

6.2 Other specific records subject to audit by the Authority shall include all information, materials and data of every kind and character such as documents, subscriptions, recordings, computerized information, agreements, purchase orders, leases, contracts, commitments, arrangements, correspondence, electronic mail, invoices, notes, daily diaries, photographs, videos, meeting minutes,

field reports, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information that may in the Authority's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any District documents, Designer documents, Owner's Project Manager documents, Vendor documents or Construction Contract Documents. Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. In those situations where said records have been generated from computerized data (whether mainframe, mini-computer, PC based or other computer systems), the District agrees to provide the Authority with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange formats.

6.3 Upon satisfactory completion of the final project cost audit, as reasonably determined by the Authority, the Authority shall send an audit report and acceptance form and release to the District and, subject to the execution of the acceptance form and release by the District and final approval by the Authority's Board of Directors, make a final payment of the Total Facilities Grant to the District, less all adjustments for ineligible Project costs and any other adjustments that the Authority reasonably determines as necessary.

6.4 Notwithstanding any provisions in this Project Funding Agreement to the contrary, the ninetieth (90th) day after the District approves final payment to the Contractor for the Project or the ninetieth (90th) day after the District provides sufficient documentation, as reasonably determined by the Authority, indicating that the construction of the Project is approximately one-hundred percent (100%) complete or such other time, as the Authority may determine in its sole discretion, shall be the final cut-off date for incurring Project costs that may be eligible for reimbursement by the Authority.

SECTION 7

OWNER'S PROJECT MANAGER

7.1 The District shall neither change nor permit a change of the Owner's Project Manager or any of its key personnel or subconsultants without the prior written approval of the Authority. If there is any change or proposed change in the Owner's Project Manager or any of its key personnel or subconsultants, the District shall give a written notice to the Authority that shall include a statement of reasons for the change or proposed change and an explanation of the impact of the change or proposed change on the Project. The District shall not contract with or otherwise assign a new Owner's Project Manager without first obtaining the Authority's written approval of the new Owner's Project Manager. The District shall comply with all applicable provisions of law in the procurement or assignment of a new Owner's Project Manager.

7.2 The District shall make all reasonable efforts to ensure that the Owner's Project Manager complies with all provisions of any contract between the District and the Owner's Project Manager, and the Authority's regulations, guidelines and policies, and shall use its best efforts to enforce its rights thereunder. If the Owner's Project Manager is an existing employee of the District, the District shall exercise such supervision, control and direction over its employee-Owner's Project Manager as is necessary to enforce and perform its obligations under any agreement with the Authority; the Authority's regulations, policies and guidelines; any certification filed with the Authority, and any terms and conditions imposed by the Authority. The District shall also ensure that any consultant who is directly hired by the District to perform any portion of the project management services for the Project shall comply with the provisions of any contract between the District and said consultant.

7.3 If the Authority determines (1) that the Owner's Project Manager is not performing its obligations in accordance with the provisions of the Owner-Owner's Project Manager contract, Chapter 70B, Chapters 208 and 210 of the Acts of 2004, 963 CMR 2.00 *et seq.* and any policies, approvals, directives, and guidelines of the Authority, or (2) that the District, knowing or having reason to know that the Owner's Project Manager is not performing its obligations in accordance with the provisions of the Owner-Owner's Project Manager contract, Chapter 70B, Chapters 208 and 210 of the Acts of 2004, 963 CMR 2.00 *et seq.*, and any policies, approvals, directives, and guidelines of the Authority, has failed to use its best efforts to enforce its rights under the Owner-Owner's Project Manager Contract, or (3) if the District fails to perform its obligations under any provisions of this Project Funding Agreement that relate to services of the Owner's Project Manager, the Authority reserves the right to withhold payments to the District, to recoup payments already made to the District, and/or to set off against payments due to the District, any otherwise eligible costs, as determined by the Authority, that relate to reimbursement to the District for Owner's Project Manager services

7.4 The District hereby agrees that the Authority shall have free access to, and open communication with, any Owner's Project Manager hired by and/or assigned to the Project by the District and that the Authority shall have full and complete access to all information and documentation relating to the Project to the same extent that the District has such access. The District agrees that it shall require any such Owner's Project Manager to fully cooperate with the Authority in all matters related to the Project; to promptly communicate, transmit, and/or make available for inspection and copying any and all information and documentation requested by the Authority; to fully, accurately and promptly complete all forms and writings requested by the Authority; and to give complete, accurate, and prompt responses to any and all questions, inquiries and requests for information posed by the Authority. The District agrees that it shall not in any way, directly or indirectly, limit, obstruct, censor, hinder or otherwise interfere with the free flow of communication and information between the Owner's Project Manager and the Authority in all matters related to the Project and as provided herein; that it shall not suffer the same to occur by the act or omission of any other person or entity; and that it shall not retaliate against the Owner's Project Manager for communicating information to the Authority as provided herein. The District agrees to execute, deliver and/or communicate to the Owner's Project Manager any and all authorizations, approvals, waivers, agreements, directives, and actions that are necessary to fulfill its obligations under this paragraph. The District further agrees that the Authority shall bear no liability whatsoever arising out of the Authority's knowledge or receipt of information communicated to the Authority by the Owner's Project Manager and that the District shall remain responsible for the management and completion of the Project.

SECTION 8

DUTY TO BUILD, MAINTAIN AND OPERATE

8.1 The District hereby acknowledges and agrees that, in the event that the District does not complete the Project or otherwise fails to operate and maintain the Assisted Facility as a public school in substantial compliance with the Educational Program filed with the Authority as part of its Application and in accordance with the provisions of this Project Funding Agreement, Chapter 70B, Chapter 208 and 210 of the Acts of 2004, 963 CMR 2.00 *et seq.* and any rules, regulations, policies, and guidelines of the Authority, the District shall reimburse the Authority the full amount of any and all funds received from the Authority in connection with the Project.

8.2 The District shall maintain the Assisted Facility as a public school in substantial compliance with the Educational Program and in accordance with the provisions of this Project Funding Agreement, Chapter 70B, and 963 CMR 2.00 *et seq.*, Chapter 208 and 210 of the Acts of 2004, 963 CMR 2.00 *et seq.* and any rules, regulations, policies, and guidelines of the Authority, unless otherwise agreed to in writing by the Authority. In the event that the District knows or has reason to know that the Assisted Facility is no longer operated and maintained as a public school in substantial compliance with the Educational Program and in accordance with the provisions of this Project Funding Agreement, Chapter 70B, and 963 CMR 2.00 *et seq.*, Chapter 208 and 210 of the Acts of 2004, 963 CMR 2.00 *et seq.* and any rules, regulations, policies, and guidelines of the Authority, the District shall give written notice thereof to the Authority.

8.3 The District shall maintain the Assisted Facility in a good, safe and habitable condition in all respects and in full compliance with all applicable laws, by-laws, ordinances, codes, covenants and rules and regulations set forth by any government authority with jurisdiction over matters concerning the condition and the use of the Assisted Facility.

SECTION 9 INSURANCE

9.1 The District shall obtain and maintain all insurance required by law and such other insurance in such types and in such amounts as the Authority may require from time to time.

9.1.1 During the course of the Project, the District shall purchase and maintain, or shall cause the Contractor or CM at Risk to purchase and maintain, at their own expense, coverage against loss or damage to the Project in an amount equivalent to the Total Project Budget at the sole expense of the District, Contractor or CM at Risk, as the case may be. Such coverage shall be written on an "all risks" basis or equivalent form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and theft, vandalism, malicious mischief, terrorism, collapse, earthquake, flood (if the Project is not in an "A" or "V" flood zone), windstorm, falsework, testing and startup, and debris removal including demolition occasioned by enforcement of any applicable legal requirements. The limits for earthquake and flood shall be the lesser of the Total Project Budget or \$10,000,000. The policy shall include transportation and coverage for delivered and/or stored materials designated to be incorporated into the Project. The policy shall include the Authority as a loss payee as its interests may appear. Coverage shall be maintained until final acceptance of the Project by the District and final payment has been made. The District (or Contractor or CM at Risk, if coverage is purchased by Contractor or CM at Risk) is responsible for the payment of any and all deductibles, self-insured retentions or any portion thereof under the policy.

9.1.2 Following completion of the Project, the District shall, at its sole expense, purchase and maintain coverage against loss or damage to the Assisted Facility in an amount equivalent to the estimated full replacement cost of the Assisted Facility. Such coverage shall be written on an "all risks" basis or equivalent form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and theft, vandalism, malicious mischief, terrorism, collapse, earthquake, flood (if the Project is not in an "A" or "V" flood zone), windstorm, falsework, mechanical and

electrical breakdown, and boiler and machinery accidents, and debris removal including demolition occasioned by enforcement of any applicable legal requirements. The limits for earthquake and flood shall be the lesser of the estimated full replacement cost of the Assisted Facility or \$10,000,000. The policy shall include the Authority as a loss payee as its interests may appear. The District is responsible for the payment of any and all deductibles, self-insured retentions or any portion thereof under the policy.

- 9.1.3 The District shall include the Authority as an additional insured in any commercial general liability policy held by the District for liability arising out of the Project.
- 9.1.4 The Authority shall not be responsible for the payment of deductibles, self-insured retentions, or any portion thereof.
- 9.1.5 Upon request by the Authority, the District shall obtain and provide to the Authority originals of certificates of insurance evidencing the insurance coverage required by this section of the Project Funding Agreement.

9.2 The District shall require by contractual obligation, and shall also ensure by the exercise of due diligence, that each of any Owner's Project Manager, Designer, Contractor or CM at Risk, or Vendor hired by the District in connection with the Project obtain and maintain all insurance coverage required by law and such other insurance coverage in such types and amounts as the Authority may require from time to time, including the insurance coverage required by this Project Funding Agreement and by any standard contracts that are prescribed by the Authority and executed by the District, including, but not limited to, the Authority's standard contract for Owner's Project Manager services and standard contract for designer services. The insurance required by this Section shall be provided at the sole expense of the Owner's Project Manager, Designer, Contractor or CM at Risk, and Vendors, as the case may be, and shall be in full force and effect for the full term of any contract between the District and said Owner's Project Manager, Designer, Contractor or CM at Risk, and Vendors or for such longer period as the Authority may require, including any such longer period that may be required by this Project Funding Agreement or the standard contracts prescribed by the Authority and executed by the District.

9.3 The District shall include in the contract between the Owner and the Contractor or CM at Risk at Risk, as the case may be, the standard language contained in **Exhibit "G"** regarding minimum insurance requirements for Contractors or CMs at Risk. The District may impose additional insurance requirements for either construction delivery method provided that any such additional requirements shall not be inconsistent with the requirements imposed by the standard language set forth herein and further provided that the District shall give the Authority a written notice that clearly describes any such additional requirements. It shall be the sole responsibility of the District to determine whether additional insurance requirements are desirable or necessary and should be included in the contract between the Owner and the Contractor or CM at Risk at Risk.

9.4 The District shall obtain originals of certificates of insurance evidencing the insurance coverage that may be required by the Authority from time to time, including the insurance coverage required by this Project Funding Agreement, any standard contracts that are prescribed by the Authority and executed by the District, including, but not limited to, the Authority's standard contract for Owner's Project Manager services and standard contract for Designer services, and any other contract between the District and the Owner's Project Manager, Designer, Contractor or CM at Risk,

or Vendors, simultaneously with the execution of said contracts or, in the event that said contracts have been executed prior to the date of this Project Funding Agreement, as soon as possible thereafter. Upon request of the Authority, the District shall submit such certificates of insurance to the Authority, showing each type of insurance, insurance company, policy number, amount of insurance, deductibles/self-insured retentions, and policy effective and expiration dates. The District shall require each of the Owner's Project Manager, Designer, Contractor or CM at Risk, and Vendors to submit updated insurance certificates to the District prior to the expiration of any of the insurance policies or coverage referenced in this Section so that the District shall at all times possess certificates indicating current coverage.

9.5 The failure of the District to ensure that each of the Owner's Project Manager, Designer, Contractor or CM at Risk, and Vendors obtain and maintain the insurance required by the Authority, this Project Funding Agreement, any standard contract prescribed by the Authority and executed by the District or any other contract between the District and the Owner's Project Manager, Designer, Contractor or CM at Risk, or Vendors, or to provide the insurance certificates required by this Project Funding Agreement shall constitute a material breach of this Project Funding Agreement and shall be just cause for termination of this Project Funding Agreement.

9.6 The District shall, and shall require, as the case may be, its insurers and each of the Owner's Project Manager, Designer, Contractor or CM at Risk, Vendors and their insurers to, give written notice to the Authority at least thirty days prior to the effective date of any termination, cancellation, or material modification of any insurance required by this Project Funding Agreement, any standard contracts that are prescribed by the Authority and executed by the District, including, but not limited to, the Authority's standard contract for Owner's Project Manager services and standard contract for Designer services, and any other contract between the District and the Owner's Project Manager, Designer, Contractor or CM at Risk, or Vendors.

9.7 With respect to all policies of insurance required of the Owner's Project Manager, Designer, Contractor or CM at Risk, and Vendors by this Project Funding Agreement, any standard contracts that are prescribed by the Authority and executed by the District, including, but not limited to, the Authority's standard contract for Owner's Project Manager and standard design contract, and any other contract between the District and the Owner's Project Manager, Designer, Contractor or CM at Risk, and Vendors, the District shall ensure that neither the District nor the Authority shall be responsible for the payment of deductibles, self-insured retentions or any portion thereof.

9.8 Insufficient insurance shall not release the Owner's Project Manager, Designer, Contractor or CM at Risk, or Vendors from any liability for breach of their obligations under an agreement between the District and any of them.

9.9 All insurance policies required by this Project Funding Agreement, any standard contract prescribed by the Authority and executed by the District and any other contract between the District and the Owner's Project Manager, Designer, Contractor or CM at Risk, or Vendors shall be issued by companies lawfully authorized to write that type of insurance under the laws of the Commonwealth of Massachusetts with a financial strength rating of "A-" or better as assigned by A.M. Best Company, or an equivalent rating assigned by a similar rating agency acceptable to the District and the Authority.

9.10 The District shall take all reasonable steps designed to ensure that the Owner's Project Manager, Contractor or CM at Risk, Designer, and Vendors each agree that they and their

Subcontractors shall do no act, nor suffer any act to be done, which will vacate, void or impair the coverage of any insurance policies required under this Project Funding Agreement, any standard contract prescribed by the Authority and executed by the District or any other contract between the District and the Owner's Project Manager, Designer, Contractor or CM at Risk, or Vendors.

9.11 The District shall, upon request by the Authority, produce copies of all policies of insurance maintained by the District, its Contractor or CM at Risk, Owner's Project Manager, Designer and Vendors related to the Project, to the Authority.

SECTION 10

COMPLIANCE WITH CONSTRUCTION CONTRACT DOCUMENTS, PROJECT PERMITS AND OTHER APPLICABLE LAW

10.1 The District shall be solely responsible to the Authority for the implementation and completion of the Project in accordance with the Construction Contract Documents and Project Permits, and for the economical and efficient operation and administration of the Project. In addition, notwithstanding any right of approval, review, or inspection held by the Authority in connection with this Project Funding Agreement, the District shall be fully and solely responsible for taking all reasonable actions designed to ensure that the Project complies with all applicable building codes, laws, rules and regulations.

10.2 The District shall be responsible for enforcing the provisions of the Construction Contract Documents and shall use its best efforts to ensure that the Contractor or CM at Risk performs all of its contractual obligations thereunder in a satisfactory manner.

SECTION 11

DEFECTS

11.1 The District shall use its best efforts to require the Contractor or the CM at Risk, at the Contractor's or CM at Risk's own cost and expense, to repair any defect in materials or workmanship in the Project or any portion of the Project that may develop during the applicable warranty period and the District shall, to the extent permitted by law, indemnify, defend and hold the Authority harmless from and against any loss, cost, liability or expense paid or incurred by the Authority (including all attorney's fees and other costs incurred by the Authority in the defense of any such action) with respect to any claim asserted against the Authority by any party with respect to any such defect, actual or alleged.

SECTION 12

ACCESS

12.1 The District shall permit the Authority to have unrestricted access to the Project Site and the Assisted Facility at all reasonable times and shall allow the Authority to examine, inspect and copy all agreements, Construction Contract Documents, books, records, communications, and all other documents, materials and information related to the Project, for the purposes of, without limitation, determining compliance with this Project Funding Agreement, compliance with all other agreements related to the Project, and for assessing the progress of the Project.

12.2 The District shall promptly make available to the Authority any other documents or materials related to the Project, as the Authority may request from time to time.

SECTION 13

PRESENCE ON THE PREMISES OF THE ASSISTED FACILITY

13.1 The District shall require each of the Owner's Project Manager, Designer, Contractor or CM at Risk and Vendors, as the case may be, to agree that that all persons whose duties bring them upon the Project Site shall comply with the reasonable directions of the authorized officers and/or representatives of the District and the Owner's Project Manager.

13.2 In the event of a material accident of any kind related to the Project, the District shall immediately notify the Authority in writing. For purposes of this section, material accident shall mean an accident resulting in death, serious injury or a serious breach in the physical plant.

SECTION 14

RESTRICTION ON SALE, LEASE, OR REMOVAL FROM SERVICE

14.1 As a condition of the Authority providing a Total Facilities Grant to the District, the District agrees to maintain and operate the Assisted Facility as a public school facility consistent with its Educational Program and in accordance with the provisions of this Project Funding Agreement, Chapter 70B, Chapter 208 and 210 of the Acts of 2004, 963 CMR 2.00 *et seq.*, and any rules, regulations, policies and guidelines of the Authority. In the event that the District wishes to sell, rent, lease, license, mortgage, donate, transfer control of, declare as surplus or otherwise dispose of an Assisted Facility, or any portion of an Assisted Facility, or convey or terminate any interest therein, other than renting, licensing, leasing or otherwise allowing for a temporary or periodic community use of the Assisted Facility that does not interfere with or result in changes to the Educational Program, the District shall provide the Authority with a written notice of its intent to sell, rent, lease, license, mortgage, donate, transfer control of, declare as surplus, or otherwise dispose of the Assisted Facility, or any portion of an Assisted Facility, or convey or terminate any interest therein, at least sixty (60) days prior to the effective date of any such proposed action, in accordance with the notice provisions of Section 17 of this Project Funding Agreement. The notice of intent to take any of the aforementioned actions shall include the current appraised value of the Assisted Facility and the maximum resale price on the basis of highest and best use of the facility. If the Authority disagrees with the current appraised value of the Assisted Facility, the Authority may obtain a second appraisal at its own expense, and the current appraised value shall be equal to the greater of the two appraisal amounts on the basis of highest and best use of the facility.

14.2 The provisions of Chapter 70B, § 15(a)-(c) shall apply to any sale, rental, lease or removal from service of the Assisted Facility, except for a rental or lease that is for a temporary or periodic community use. In the event that the District sells, rents, or leases the Assisted Facility, other than renting or leasing the Facility for a temporary or periodic community use, the Authority shall receive no less than its share, in proportion to its investment in the total Project cost, of the fair market value of the Assisted Facility, as determined by an appraisal conducted pursuant to Section 14.1 above.

SECTION 15

NOTICE OF CLAIMS

15.1 The District shall notify the Authority promptly in writing at the address and in the manner required by Section 17 of this Project Funding Agreement of any material claim or action brought against the District, Designer, Owner's Project Manager, Contractor or CM at Risk, Vendors and/or any and all Sub-Contractors arising out of this Project Funding Agreement or the Project.

15.2 Neither the District nor any person or entity claiming by through or under it, shall file a civil action arising out of the provisions of this Project Funding Agreement against the Authority without first serving the Authority with a written notice stating the factual basis of its claims, the applicable provisions of the Project Funding Agreement that the claim is based upon, and the remedy that the District is seeking. No civil action arising out of the provisions of this Project Funding Agreement shall be filed by the District against the Authority until the expiration of sixty (60) days after the Authority has received the notice of claim required by this section.

SECTION 16 INDEMNIFICATION

16.1 To the fullest extent permitted by law, the District shall indemnify, defend, and hold harmless the Authority and its officers, agents and employees from and against any and all claims, actions, damages, awards, judgments, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorneys fees and costs of investigation and litigation whatsoever which may be incurred by or for which liability may be asserted against the Authority, its officers, agents or employees arising out of any activities undertaken by, for, or on behalf of the District in the implementation of this Project Funding Agreement or any activities, acts or omissions in relation to the Project, including, but not limited to, the performance of any contract or obligation directly or indirectly related to the Project. This Section shall not be construed to negate or abridge any other obligation of indemnification running to the Authority which would otherwise exist.

16.2 To the fullest extent permitted by law, and unless otherwise agreed to in writing by the Authority, the District shall require the Contractor or CM at Risk, as the case may be, to indemnify, defend, and hold harmless the Authority and its officers and employees as set forth below:

To the fullest extent permitted by law, the Contractor [CM at Risk] hereby agrees to indemnify, defend and hold harmless the Authority and its officers and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the Authority arising out of or resulting from the performance or non-performance of the work performed by the Contractor [CM at Risk] and subcontractors, provided that such claims, damages, liabilities, injuries, costs, fees, expenses, or losses are alleged to be caused in whole, or in part, by an act or omission of any of the Contractor[or CM at Risk], any subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

SECTION 17 NOTICE

District: Town of Reading
School Name: J. Warren Killam Elementary School
Project ID Number: 202102460017

17.1 Any notices required or permitted to be given by either of the Parties hereunder shall be given in writing and shall be delivered to the addressee (a) in-hand (b) by certified mail, postage prepaid, return receipt requested; (c) by facsimile; or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

If to the Authority:

Massachusetts School Building Authority
10 Post Office Square, Suite S400
Boston, MA 02109
Attention: Director of Capital Planning
Facsimile: 617-720-5260

If to the District:

Town of Reading
Reading Town Hall
16 Lowell Street
Reading, MA 01867
Attention: Town Manager

or to such other address or addressee as the District and the Authority may from time to time specify in writing. Any notice shall be effective only upon receipt, which for any notice given by facsimile shall mean notice that has been received by the party to whom it is sent as evidenced by a confirmation slip that bears the time and date of receipt.

SECTION 18 AMENDMENTS

18.1 This Project Funding Agreement may be amended only through a written amendment signed by duly authorized representatives of the District and the Authority.

SECTION 19 ADDITIONAL PROVISIONS

19.1 All certifications, filings, and submissions to the Authority required by this Project Funding Agreement shall contain a statement, signed by a duly authorized representative of the District, that such certification, filing, or submission is true, complete, and accurate, to the best of the District's knowledge.

19.2 No member or employee of the Authority shall be held personally or contractually liable by or to the District under any provision of this Project Funding Agreement, because of any breach of this Project Funding Agreement, or because of its execution or attempted execution.

19.3 The District shall neither assign any interest, in whole or in part, in this Project Funding Agreement, nor transfer any interest in same, whether by assignment or novation, without the prior written approval of the Authority.

19.4 Nothing in this Project Funding Agreement shall be construed as creating a duty or obligation on the part of the Authority to oversee or monitor the performance of the Designer, Contractor or CM at Risk, Owner's Project Manager, or other Project participants. The Authority shall not be responsible for, among other things, the design of the Project, architectural plans, construction means, methods, techniques, sequences or procedures, quality control or construction safety, or compliance with the Construction Contract Documents, Project Permits or any applicable provisions of law, which shall be and remain the sole responsibility of the District and its Designer, Contractor or CM at Risk, Owner's Project Manager and Vendors, as the case may be.

SECTION 20

GOVERNING LAW, VENUE, AMENDMENT AND SEVERABILITY

20.1 This Project Funding Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. In case any provision(s) hereof shall be determined invalid or unenforceable under the applicable law, such provision(s) shall, insofar as possible, be construed or applied in such manner as will permit the enforcement of this Project Funding Agreement; otherwise, this Project Funding Agreement shall be construed as though such provision(s) had never been made a part hereof.

20.2 Any civil action brought against the Authority by the District, or any person or entity claiming by through or under it, that arises out of the provisions of this Project Funding Agreement, shall only be brought in a court of competent jurisdiction in Suffolk County, Massachusetts. The District, for itself and for any person or entity claiming by through or under it, hereby waives any defenses that it may have as to the venue to which it has agreed herein, including, but not limited to, any claim that this venue is improper or that the forum is inconvenient. The District for itself and for any person or entity claiming by through or under it, hereby waives all rights, if any, to a jury trial in any civil action against the Authority that may arise out of the provisions of this Project Funding Agreement.

20.3 This Project Funding Agreement and any amendments hereto shall be deemed null and void and of no further force or effect unless it is executed by a duly authorized representative of the District and a duly authorized representative of the Authority. The undersigned, who are signing on behalf of the District, hereby warrant and represent that they possess the full legal authority to execute this Project Funding Agreement on behalf of the District and to bind the District to its terms and conditions. In the event that the Authority determines that the undersigned are not duly authorized to execute this Project Funding Agreement and to bind the District, the Authority may, in its sole discretion, take whatever action it deems necessary to terminate this Project Funding Agreement, to suspend or terminate payments to the District and to recover any funds disbursed to the District. Any rights and remedies available to the Authority under the provisions of this Project Funding Agreement shall be in addition to any other rights and remedies provided by law.

SECTION 21

WAIVERS

21.1 The terms, conditions, covenants, duties and obligations contained in this Project Funding Agreement may be waived only by written agreement executed by duly authorized representatives of the District and the Authority. No waiver by either party of any term, condition, covenant, duty or obligation shall be construed as a waiver of any other term, condition, covenant, duty or obligation nor

shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or a different section, subsection, paragraph, clause, phrase, or other provision of this Project Funding Agreement. Forbearance or indulgence in any form or manner by either Party to this Project Funding Agreement shall not be construed as a waiver, nor in any way limit the remedies available to that party.

21.2 The Authority's payment(s) to the District under this Project Funding Agreement or its review, approval or acceptance of any actions by the District under this Project Funding Agreement shall not operate as a waiver of any rights or remedies available to the Authority under this Project Funding Agreement or as otherwise provided by law and the District shall remain liable to the Authority for all damages incurred by the Authority arising out of the District's failure to perform in accordance with the terms and conditions of this Project Funding Agreement.

SECTION 22

DEFAULTS AND REMEDIES

22.1 The occurrence of any of the following events shall constitute, and is herein defined to be, an Event of Default under this Project Funding Agreement:

(a.) If the District shall fail to perform or observe any covenant, agreement, term or condition on its part provided in this Project Funding Agreement and such failure shall continue for a period of thirty (30) days after written notice thereof shall be given to the District by the Authority; provided that, if such failure cannot be remedied within such thirty (30) day period, it shall not constitute an Event of Default hereunder if corrective action satisfactory to the Authority, as determined by the Authority, in writing, is instituted by the District within such period and diligently pursued until the failure is remedied;

(b.) If any representation or warranty made by the District in this Project Funding Agreement shall prove to have been incorrect, false, or to be misleading in any material respect;

22.2 If any Event of Default hereunder shall occur and be continuing, the Authority may proceed to protect its rights under this Project Funding Agreement, and may: (a) terminate this Project Funding Agreement, (b) permanently withhold or temporarily suspend payment of the Total Facilities Grant to the District, (c) recover any payments of the Total Facilities Grant previously made to the District, and/or (d) exercise any other right or remedy upon such default as may be granted to the Authority under this Project Funding Agreement or under any other applicable provision of law.

22.3 No delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient.

22.4 The rights and remedies conferred upon or reserved to the Authority under this Project Funding Agreement are not intended to be exclusive and every such right or remedy shall be cumulative and shall be in addition to any other rights or remedies provided by law. The Authority may assert a right to recover damages by any appropriate means, including, but not limited to, set-off, lawsuit,

withholding, recoupment, counterclaim, or crossclaim, either during or after performance of this Project Funding Agreement.

SECTION 23 TERMINATION

23.1 This Project Funding Agreement may be terminated by the Authority if an Event of Default shall have occurred as provided in Section 22. Notice of such termination shall be in writing and shall be effective immediately upon service of the notice in the manner provided in Section 17. Upon five (5) days written notice, this Project Funding Agreement may be terminated by the Authority in the event of any action constituting fraud, malfeasance, or illegal activity committed in connection with the Project by the District or any of the District's employees, or, where the District knew or should have known, by the Architect, Owner's Project Manager, CM at Risk, Contractors or Vendors.

23.2 This Agreement may be terminated by mutual written agreement of the Parties.

SECTION 24 PUBLIC RECOGNITION OF THE AUTHORITY'S PARTICIPATION

24.1 The District shall erect a project identification sign on the construction site during the period of construction of the Project in accordance with the provisions of 963 CMR 2.09(3)(g). If the District erects a permanent plaque or other memorial recognizing the names of Project participants, the District shall include the name of the Massachusetts School Building Authority.

SECTION 25 OWNERSHIP OF DOCUMENTS

25.1 The District acknowledges and agrees that, unless otherwise provided by law or by the provisions of Section 25.2 of this Agreement, all information, data, reports, studies, designs, drawings, plans, sketches, specifications, materials, computer programs, documents, models, inventions, equipment, and any other documentation, product or tangible materials to the extent authored or prepared, in whole or in part, by the Designer for this Project (collectively, the "Materials"), other than the Designer's administrative communications, records, and files relating to this Project, shall be the property of, and shall vest in, both the District and the Authority, severally and not jointly, as "works made for hire" or otherwise, provided that the District complies with its payment obligations under its Contract with the Designer for the Project. Except as otherwise provided in Section 25.2, both the District and the Authority, severally and not jointly, will own the exclusive rights, worldwide and royalty-free, to and in all Materials prepared and produced by the Designer pursuant to its Contract with the District for the Project, including, but not limited to, United States and International patents, copyrights, trade secrets, know-how and any other intellectual property rights, and both the District and the Authority, severally and not jointly, shall have the exclusive, unlimited and unrestricted right, worldwide and royalty-free, to publish, reproduce, distribute, transmit and publicly display all Materials prepared by the Designer, which shall include, but not be limited to, the Authority's exercise of the aforesaid right in furtherance of the Programs described in Section 25.2.

The District further acknowledges and agrees that the Designer shall have a non-exclusive

license to publish and publicly display all Materials prepared by the Designer in its normal marketing and related professional and academic activities and that the Designer shall have a non-exclusive license to use the typical or standard details and all other replicable elements of the Materials for this Project on other future projects. At the completion or termination of the Designer's services required pursuant to the Contract between the District and the Designer for the Project, the District shall ensure that the Designer promptly turns over to the Authority copies of all original Materials but only to the extent that such Materials have not already been provided to the Authority.

- 25.2 Notwithstanding any other language to the contrary in this Agreement or in any Contract between the District and the Designer for the Project, the District acknowledges and agrees that the Designer shall have a non-exclusive license to publish, reproduce, distribute, transmit, and publicly display all Materials prepared by the Designer for the purpose of participating in the Authority's so-called Model School Program, as it may be amended from time to time, or any other program implemented by the Authority to develop, acquire, modify, use, re-use, and reproduce prototypical designs and model school designs, and details and elements thereof (collectively "Programs"), including, but not limited to, submitting proposals and applications to the Authority and public school districts in the Commonwealth of Massachusetts for the qualification and selection of the Designer and the School design, or elements and details thereof, in such Programs and using, modifying, and reproducing the Materials for the purpose of designing, constructing, reconstructing, renovating and repairing public school facilities pursuant to such Programs, as approved by the Authority. The District further agrees to provide the Designer, the Authority, and representatives of other public school districts with reasonable cooperation and reasonable access to the completed School facility at mutually agreeable times for purposes of said Programs.

IN WITNESS WHEREOF, the Authority and the District have caused this Project Funding Agreement to be executed by their duly authorized representatives this ____ day of _____ in the year 20____.

THE MASSACHUSETTS SCHOOL BUILDING AUTHORITY

BY:

Mary L. Pichetti
Executive Director

TOWN OF READING

BY:

District: Town of Reading
School Name: J. Warren Killam Elementary School
Project ID Number: 202102460017

Name (Type/Print)

Title/Office (Type/Print)

Execution Copy



Town of Reading Meeting Minutes

2016-09-22 LAG

Board - Committee - Commission - Council:

Permanent Building Committee

Killam School Building Committee

Date: 2025-07-14

Time: 7:00 PM

Building: Reading Town Hall

Location: Conference Room

Address: 16 Lowell Street

Session: Open Session

Purpose: General Business

Version: Draft

Attendees: **Members - Present:**

Pat Tompkins, John Coote, Chris Haley, Shawn Brandt, Ed Ross, Greg Stepler, Nancy Twomey, Carla Nazzaro.

Members - Not Present:

Kirk McCormick.

Others Present:

Town Manager Matt Kraunelis, Assistant Town Manager Jayne Wellman (Remote), Sharon Angstrom, Colliers Project Manager Mike Carroll (Remote), LBA Project Manager Jenni Katajamaki, LBA Architect Leigh Sherwood

Minutes Respectfully Submitted By: Harani Kumaresh

Topics of Discussion:

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

Call to order:

Chair Carla Nazzaro called the meeting to order at 7:00 pm.

Roll call attendance: Pat Tompkins, Nancy Twomey, John Coote, Chris Haley, Shawn Brandt, Ed Ross, Greg Stepler, Carla Nazzaro.

On a motion by Ed Ross, seconded by Pat Tompkins the Killam School Board Committee voted 7-0-0 to take agenda items 6 & 7 out of order.

Roll call vote: Pat Tompkins – Yes, Shawn Brandt – Yes, John Coote – Yes, Chris Haley – Yes, Ed Ross – Yes, Greg Stepler – Yes, Nancy Twomey – Yes, Carla Nazzaro.

Public Comment:

No reports.

Liaison Reports:

Joseph Huggins gave a comprehensive progress report on the modular relocation progress. He noted that the site work at Ring Memorial High School is progressing, with all utilities except electric connected. Sauna tubes will be poured within two days. At Killam, decks have been removed, and units are being separated for relocation to the high school next Wednesday. RMLD has established an electrical pathway. Substantial completion is expected by August 26–27, on budget and ready for the school year.

Jenni Katajamaki reported that drilling for the Geothermal wells has been delayed due to procurement issues with the loop tubing. A new supplier is expected to deliver within two weeks, with drilling likely in three weeks for the test well near Sautel. All required permits have been obtained, and no additional subsurface testing is planned. No drilling or construction is anticipated between August 18 and the start of the school year.

Carla Nazzaro informed the committee that A communications meeting was held, with plans for an abutter meeting over the summer and a community meeting in the fall. She noted that the parents and neighbors have expressed interest in project updates, and efforts are underway to provide information on upcoming work and timelines.

CPL Financial Review*

Justin Fredenzi presented a detailed overview of the updated project budget. The original feasibility and schematic design phase was budgeted at \$2.2 million. With the project moving into full development and construction, the new total project budget is \$130,130,783. Next, he presented the budget adjustments, many related to previous votes and approvals. The commitment tab committed costs include the Daily Times Chronicle advertisement for the modulars and LBA Amendment 17. Expenditures include two Colliers invoices, the Daily Times Chronicle invoice, Gienapp Architect invoicing for the modular project, and LBA invoicing. Forecast costs reflect the full duration of church parking lot use for all construction phases. Mike Carroll confirmed that this is a preliminary item with no commitment or contract in place. Duration and final costs will be confirmed before proceeding.

Mike noted that the Gienapp Architect and Daily Times Chronicle invoices fall outside existing services and require official votes for approval, as they do not have Colliers' recommendation letters. These invoices were first processed through the Facilities Department before being submitted to Colliers. Jayne clarified that the efforts are underway to align the invoice process across both building committees.

On a motion by Ed Ross, seconded by John Coote the Killam School Board Committee voted 7-0-0 to acknowledge the CPL Invoice #1068931 in the amount of \$22,776.75 for J. Warren Killam Elementary School Project.

Roll call vote: Pat Tompkins – Yes, Shawn Brandt – Yes, John Coote – Yes, Chris Haley – Yes, Ed Ross – Yes, Greg Stepler – Yes, Nancy Twomey – Yes, Carla Nazzaro.

On a motion by Ed Ross, seconded by John Coote the Killam School Board Committee voted 7-0-0 to approve the CPL Invoice #1060700 in the amount of \$40,122.00 for J. Warren Killam Elementary School Project.

Roll call vote: Pat Tompkins – Yes, Shawn Brandt – Yes, John Coote – Yes, Chris Haley – Yes, Ed Ross – Yes, Greg Stepler – Yes, Nancy Twomey – Yes, Carla Nazzaro.

On a motion by Ed Ross, seconded by Nancy Twomey the Killam School Board Committee voted 7-0-0 to approve the LBA Invoice #22035 in the amount of \$546,875.00 for J. Warren Killam Elementary School Project.

Roll call vote: Pat Tompkins – Yes, Shawn Brandt – Yes, John Coote – Yes, Chris Haley – Yes, Ed Ross – Yes, Greg Stepler – Yes, Nancy Twomey – Yes, Carla Nazzaro.

On a motion by Ed Ross, seconded by Nancy Twomey the Killam School Board Committee voted 7-0-0 to approve the Daily Times Chronicle Invoice # 250309 in the amount of \$354.00 for J. Warren Killam Elementary School Project.

Roll call vote: Pat Tompkins – Yes, Shawn Brandt – Yes, John Coote – Yes, Chris Haley – Yes, Ed Ross – Yes, Greg Stepler – Yes, Nancy Twomey – Yes, Carla Nazzaro.

On a motion by Ed Ross, seconded by Nancy Twomey the Killam School Board Committee voted 7-0-0 to approve the Gienapp Architect Invoices # 682.29-1, #682.29-2, #682.29-3, #682.29-R1, and #682.29-4 in the amount of \$77,947.75 for J. Warren Killam Elementary School Project.

Roll call vote: Pat Tompkins – Yes, Shawn Brandt – Yes, John Coote – Yes, Chris Haley – Yes, Ed Ross – Yes, Greg Stepler – Yes, Nancy Twomey – Yes, Carla Nazzaro.

CPL Schedule Update

Justin presented an updated project schedule, noting DD documents are expected on the 17th, with cost estimating and reconciliation to follow within two to three weeks. Concurrently, the team will review documents for quality control, with comments provided to KSBC. Internal commissioning and other team members will also review the drawings.

Contract Amendments*

Justin and Jenni presented LBA amendment #17 which includes a \$28,000 credit from unused traffic study funds applied to new work for the same consultant. Scope items include on-site and off-site traffic engineering, compliance energy modeling to meet updated Massachusetts stretch code requirements, and a tree removal protection plan. Mike and Leigh confirmed that the energy modeling involves three components: LEED model, TEDI model for code compliance, and a backstop calculation for thermal bridging. Additional services are defined per MSBA's contract as work beyond basic services, not due to scope oversight. The committee discussed why advanced energy modeling to meet Massachusetts stretch code requirements is categorized as an additional service rather than basic services. Leigh noted that the modeling, including advanced thermal bridging analysis, is conducted by a specialized consultant and was not part of prior experience. While it increases oversight and detailing work, it is necessary to demonstrate code compliance. MSBA recognizes energy modeling as an additional service, separate from design work.

On a motion by Ed Ross, seconded by Nancy Twomey the Killam School Board Committee voted 6-0-0 to approve LBA Amendment 17 in the amount of \$165,560.00 for LBA basic services for the J. Warren Killam Elementary School Project.

The committee discussed off-site traffic engineering and other services categorized as "additional" under MSBA definitions. Mike and Leigh noted that these services, including geotechnical, environmental, and reimbursable costs, are budgeted within the existing LBA contract and do not increase the overall project budget. The term "additional services" reflects MSBA categorization rather than unanticipated or extra costs. Current budgets remain unchanged at \$130,011,783.

Roll call vote: Pat Tompkins – Yes, Shawn Brandt – Yes, John Coote – Yes, Chris Haley – Yes, Ed Ross – Yes, Greg Stepler – Yes, Nancy Twomey – Yes, Carla Nazzaro.

LBA Preview – Updated DD Slides

Jenni presented an update on the DD documents and progress toward the Design Development (DD) submission. Exterior finishes were finalized, with phenolic panels selected over ultra-high-performance concrete due to cost considerations. Roof screen design is under review to minimize visibility and address acoustical concerns. A reduced-size generator option is being considered to protect building systems while potentially lowering costs; discussion continues on its use for emergency shelter purposes. The project was submitted to the Community Planning & Development Commission (CPDC), with anticipated hearings on August 11th and September 8th. Interior finishes, room fit-outs, lighting selections, and coordination among MEP, structural, and technology disciplines have also been finalized.

She presented the DD submission schedule noting that the cost estimate documents were submitted on July 17th, with committee comments due by August 7th. Between August 7th and 18th, cost reconciliation and value engineering will take place. The SBC meeting to approve the DD submission is scheduled for August 18th, with final submission to the MSBA on August 19th.

Approval of Prior Meeting Minutes (06/17/25)*

On a motion by Ed Ross, seconded by Shawn Brandt, the Killam School Building Committee voted 7-0-0 to approve the meeting minutes of June 17 2025.

Roll call vote: Pat Tompkins – Yes, Shawn Brandt – Yes, John Coote – Yes, Chris Haley – Yes, Ed Ross – Yes, Greg Stepler – Yes, Nancy Twomey – Yes, Carla Nazzaro.

Future Agenda Items & Next Meeting Dates

The next SBC meeting is scheduled for August 18th at 7:00 PM, and the committee will move to a monthly meeting schedule on the second Monday of each month, with Extended Leadership Team (XLT) meetings on the first Monday.

Discussion was held regarding upcoming meeting dates for the remainder of the year. Adjustments for XLT and town meetings were confirmed, including scheduling the November 12th meeting to avoid conflicts. Josh will send updated reminders.

Adjourn*

On a motion by Ed Ross, seconded by Nancy Twomey, the Killam School Building Committee voted 6-0-0 to adjourn at 9:17 pm.

Roll call vote: Pat Tompkins – Yes, Shawn Brandt – Yes, John Coote – Yes, Chris Haley – Yes, Ed Ross – Yes, Greg Stepler – Yes, Nancy Twomey – Yes, Carla Nazzaro.