



Town of Reading Meeting Posting with Agenda

RECEIVED

By Town Clerk (RK) at 3:44 pm, Oct 09, 2025

2018-07-16 LAG

Board - Committee - Commission - Council:

Killam School Building Committee

Date: 2025-10-14

Time: 7:00 PM

Building: Reading Town Hall

Location: Select Board Meeting 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/88209786688?pwd=hZr9vrzwMirmJaQkdY27bOa7kMhOXe.1>

Meeting ID: 882 0978 6688

Passcode: 699998

1. Call to Order
2. Public Comment
3. Reorganization of Committee*
4. KSBC Liaison Reports
5. CPL Financial Review*
6. CPL Schedule Review*
7. LBA Exterior Material Review
8. Approval of Prior Meeting Minutes (9/08/25 Meeting) *
9. Future Agenda Items and Next Meeting dates
 - a. Wednesday November 12 2025 (Due to Town Meeting on 11/10)
 - b. Monday December 15 2025
10. Adjourn*

*Noted Potential vote required



October 9, 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	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	\$1,887,500	\$0
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	-\$113,806	\$111,194	\$0	\$111,194	\$0	\$111,194	\$0	\$111,194
Geotechnical & GeoEnv. Engineering		\$200,000	\$132,514	\$332,514	\$332,514	\$0	\$0	\$332,514	\$5,654	\$326,860
Site Survey		\$50,000	\$5,000	\$55,000	\$55,000	\$0	\$0	\$55,000	\$17,160	\$37,840
Survey of Existing Conditions / Wetlands		\$25,000	\$0	\$25,000	\$7,623	\$17,377	\$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	\$21,621	\$85,079
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	\$10,683,987	\$211,013	\$0	\$10,895,000	\$2,781,935	\$8,113,065
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	\$127,921	\$372,079
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	\$732,725	\$17,275	\$0	\$750,000	\$455,800	\$294,200
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	\$593,174	\$1,200
Subtotal	\$1,400,000	\$8,195,000	-\$108,406	\$8,086,594	\$6,291,297	\$1,795,297	\$0	\$8,086,594	\$1,715,739	\$6,370,855
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	\$16,975,284	\$106,702,704	\$0	\$123,677,988	\$4,497,674	\$119,180,314
70 Project Contingency										
Construction Contingency (Hard Cost)	\$0	\$5,076,069	\$0	\$5,076,069		Current Contingency	Potential Risk	Potential Contingency		\$5,076,069
Owner's Contingency (Soft Cost)	\$0	\$1,149,320	\$108,406	\$1,257,726		\$5,076,069	\$0	\$5,076,069		\$1,257,726
Subtotal	\$0	\$6,225,389	\$108,406	\$6,333,795		\$1,257,726	\$0	\$1,257,726		\$1,257,726
Project Total	\$2,200,000	\$130,011,783	\$0	\$130,011,783	\$16,975,284	\$113,036,499	\$0	\$130,011,783	\$4,497,674	\$125,514,109



Project Budget Adjustments

Adjustment Item	BRR	Adjusted Amount	Date Approved	CODE	Comments
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
Move to A&E Geotech from Other Basic Services		\$113,806.00		30-210	Internal Budget Adjustments - LBA Amd 19
from Other Basic Services to A&E Geotech		(\$113,806.00)		30-200	Internal Budget Adjustments - LBA Amd 19
Total Approved Adjustments to Date		\$0.00		\$	-

**Town of Reading
Killam Elementary School
10/09/25**



Committed Cost (Contracts/Pos)

VENDOR	AMOUNT	ISSUE DATE	SIGNED/ RETURN DATE	ENCUM (PO)	CODE	MSBA	Notes
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
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	08/18/25	LBA Amd 18	30-230	0204-0400	Supplemental Survey - Charles & Haverhill Streets
Daily Times Chronicle	\$354.00	3/26/2025	08/18/25	PO NA	40-751	0603-0000	District advertising for Modular Relocation IFB
Daily Times Chronicle	\$348.10	5/16/2025	08/18/25	PO NA	40-751	0603-0000	District advertising for Modular Relocation IFB
Modulease	\$714,400.00	5/5/2025	08/18/25	Modulease Contract	40-751	0603-0000	Contract for modular Relocation
ADF Painting Co	\$3,000.00	8/6/2025	08/18/25	PO 26000411	40-751	0603-0000	Exterior Painting - Modular Relocation
Gienapp Architects	\$10,447.73	8/14/2025	08/18/25	GEINAPP Amd 01	40-751	0603-0000	Amendment 01 for Reimbursable Costs
Complete Cleaning Co	\$3,500.00	6/23/2025	08/18/25	MSA	40-751	0603-0000	Move contents from Classrooms to Gym
Knox Company	\$535.00	8/14/2025	08/18/25	PO 26000488-001	40-751	0603-0000	Knoxbox Surface Mount Hinged Door - Modular Relocation
Lavallee Brensinger Architects	\$113,806.00	9/26/2025		LBA Amd 19	30-210	0204-0300	Soil Pre-Characterization
Lavallee Brensinger Architects	\$7,623.00	9/18/2025		LBA Amd 20	30-235	0204-0500	Tree Survey
Complete Cleaning Co	\$140.00	10/1/2025		MSA	40-751	0603-0000	Modular Deep Cleaning
TOTAL	\$16,975,284.44						\$16,975,284.44



Expenditures - Invoices/Requisitions

Invoice Amount	Vendor	Invoice Number	Invoice Date	Approval Date	CODE	Propay Code	Propay Subm. #	Description
\$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	08/18/25	30-120	0201-0400		LBA Services June 2025 - DD
\$5,654.00	Lavallee Brensinger Architects	22222	08/13/25	08/18/25	30-210	0204-0300		LBA Add Services June 2025 - Geotech
\$1,776.53	Lavallee Brensinger Architects	22222	08/13/25	08/18/25	30-270	0203-9900		LBA Reimbursables June 2025
\$471,875.00	Lavallee Brensinger Architects	22349	08/13/25	08/18/25	30-120	0201-0400		LBA Services July 2025 - DD
\$3,025.00	Lavallee Brensinger Architects	22349	08/13/25	08/18/25	40-800	0003-0000		LBA Add Services July 2025 - Geotech
\$385.00	Lavallee Brensinger Architects	22349	08/13/25	08/18/25	30-230	0204-0400		LBA Add Services July 2025 - Bldg Control Plan
\$8,800.00	Lavallee Brensinger Architects	22349	08/13/25	08/18/25	30-230	0204-0400		LBA Add Services July 2025 - Survey
\$5,005.00	Lavallee Brensinger Architects	22349	08/13/25	08/18/25	30-230	0204-0400		LBA Add Services July 2025 - Site Acoustic Survey
\$44.17	Lavallee Brensinger Architects	22349	08/13/25	08/18/25	30-270	0203-9900		LBA Reimbursables July 2025
\$9,900.00	Lavallee Brensinger Architects	22349	08/13/25	08/18/25	30-270	0203-9900		LBA Add Services July 2025 - Compliance Energy Modeling
\$354.00	Daily Times Chronicle	250309	03/26/25	08/18/25	40-751	0603-0000	07	District advertising for Modular Relocation IFB
\$26,000.00	Gienapp Architects	682.29-1	02/28/25	08/18/25	40-810	0004-0000	07	Gienapp Services February 2025 - Modular Relocation
\$36,550.00	Gienapp Architects	682.29-2	03/31/25	08/18/25	40-810	0004-0000	07	Gienapp Services March 2025 - Modular Relocation
\$550.00	Gienapp Architects	682.29-3	04/30/25	08/18/25	40-810	0004-0000	07	Gienapp Services April 2025 - Modular Relocation
\$10,447.73	Gienapp Architects	682.29-R1	05/30/25	08/18/25	40-751	0603-0000	07	Gienapp Services May 2025 - Modular Relocation
\$4,400.00	Gienapp Architects	682.29-4	06/04/25	08/18/25	40-810	0004-0000	07	Gienapp Services May 2025 - Modular Relocation
\$348.10	Daily Times Chronicle	250537	05/16/25	08/18/25	40-751	0603-0000		District advertising for Modular Relocation IFB
\$900.00	Complete Cleaning Co	13962	06/24/25	08/18/25	40-751	0603-0000		Move contents from Classrooms to Gym
\$131,575.00	Modulease	01	07/11/25	08/18/25	40-751	0603-0000		Pay Req 01 - Modular Relocation
\$305,900.00	Modulease	02	07/30/25	08/18/25	40-751	0603-0000		Pay Req 02 - Modular Relocation
\$3,000.00	ADF Painting Co	1565	08/11/25	08/18/25	40-751	0603-0000		Exterior Painting - Modular Relocation
\$535.00	Knox Company	1229384	08/14/25	08/18/25	40-751	0603-0000		Surface Mount Hinged Door - Modular Relocation
\$36,660.00	Colliers Project Leaders	1079461	08/06/25	09/08/25	40-020	0102-0400		CPL Services July 2025 - DD
\$13,125.00	Gienapp Architects	682.29-6	08/07/25	09/08/25	40-810	0004-0000		Gienapp Services July 2025 - Modular Relocation
\$2,625.00	Gienapp Architects	682.29-7	08/29/25	09/08/25	40-810	0004-0000		Gienapp Services August 2025 - Modular Relocation
\$1,750.00	Gienapp Architects	682.29-5	06/30/25		40-810	0004-0000		Gienapp Services June 2025 - Modular Relocation
\$30,252.50	Colliers Project Leaders	1089820	09/05/25		40-020	0102-0400		CPL Services August 2025 - DD
\$471,875.00	Lavallee Brensinger Architects	22499	09/12/25		30-120	0201-0400		LBA Services August 2025 - DD
\$2,200.00	Lavallee Brensinger Architects	22499	09/12/25		30-230	0204-0400		LBA Add Services August 2025 - Survey
\$770.00	Lavallee Brensinger Architects	22499	09/12/25		30-230	0204-0400		LBA Add Services August 2025 - Site Acoustic Survey
\$9,900.00	Lavallee Brensinger Architects	22499	09/12/25		30-270	0203-9900		LBA Add Services August 2025 - Compliance Energy Modeling
\$1,640.00	Complete Cleaning Co	14678	10/01/25		40-751	0603-0000		Move contents from Killam ES to Modulars @ Reading HS
\$1,100.00	Complete Cleaning Co	14679	10/01/25		40-751	0603-0000		Modular Deep Cleaning
\$4,497,673.79 Total Spent to Date								\$4,497,673.79

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	\$2,426,877
	25	Aug-25	\$102,000	\$750,000	\$350,000		\$25,000	\$1,227,000	\$1,498,900	\$5,444,500	\$3,925,776
Construction Documents	26	Sep-25	\$65,000	\$475,000	\$10,000		\$25,000	\$575,000	\$52,410	\$6,019,500	\$3,978,186
	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	\$3,978,186	

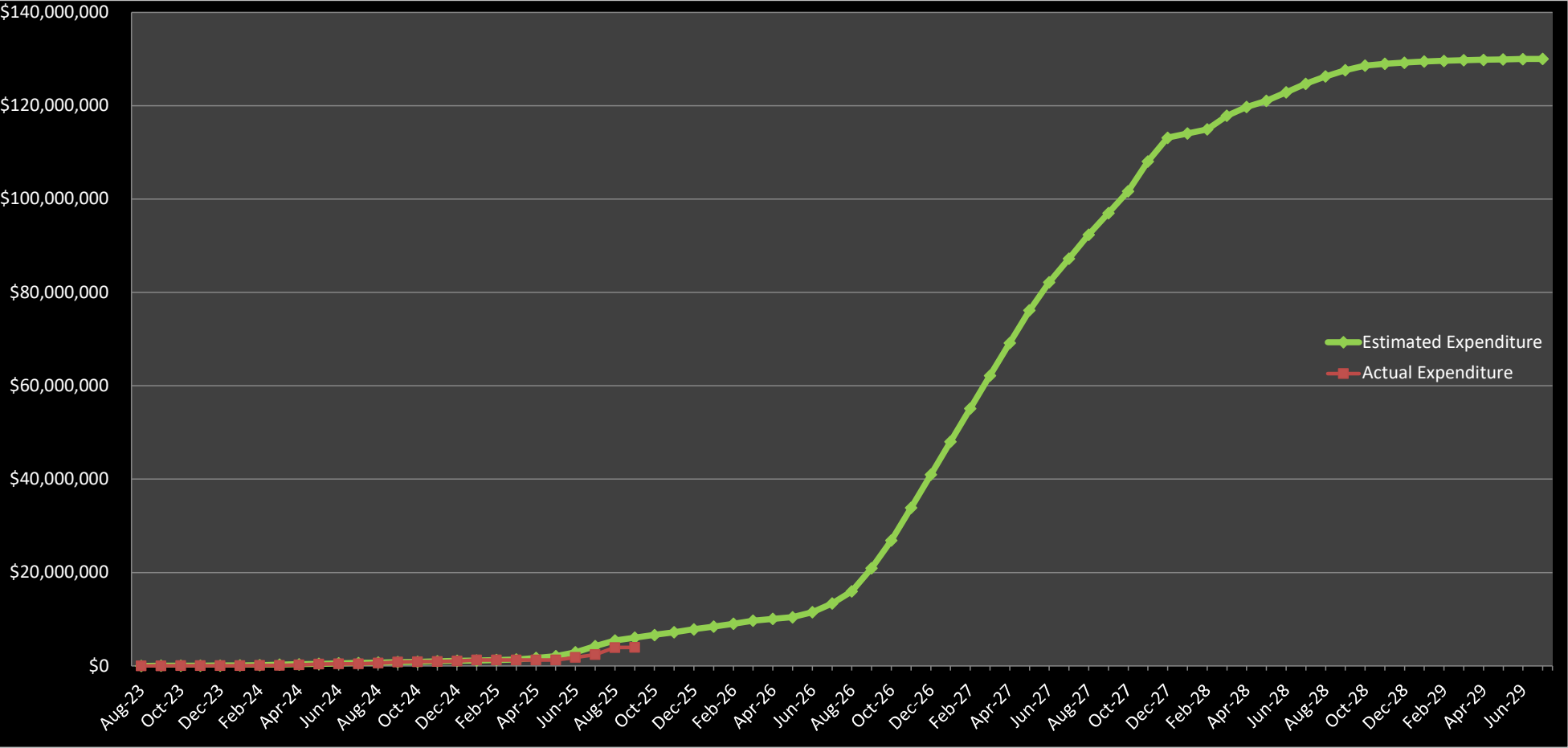


Town of Reading
Killam Elementary School
Estimated Project Cash Flow Graph



Project Leaders

October 9, 2025



October 06, 2025

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

Subject: J. Warren Killam Elementary School Designer Amendment #19

Dear Mr. Kraunelis:

Colliers Project Leaders has reviewed and recommend the approval of Lavallee Brensinger Architects' Contract Amendment #19 for the J. Warren Killam Elementary School project.

Lavallee Brensinger Architects' Contract Amendment #19 is for extra services for soil pre-characterization to determine whether there is any contamination in the soils for a total of *Hundred-Thirteen Thousand Eight Hundred Six 00/100 Dollars (\$113,806.00)*. We recommend using the following ProPay Codes and Breakdowns.

Additional Services	Proposed Fee	ProPay Code
Soil Pre-Characterization	\$113,806.00	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

ATTACHMENT F

CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. 19

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 October 14, 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 1-18	After this Amendment 19
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>\$ 662,558.00</u>	<u>\$ 776,364.00</u>
Total Fee	<u>\$ 11,351,191.94</u>	<u>\$ 11,464,997.94</u>

This Amendment is a result of: Additional Service – Soil Pre-Characterization

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 _____

September 29, 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. 19 – Soil Pre-Characterization

Dear Mr. Kraunelis,

Please find attached Amendment No. 19 to the Owner-Architect Contract. This Amendment includes the following Additional Services:

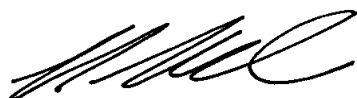
- Soil Pre-Characterization - \$103,460
- Administrative 10% Markup – \$10,346

The total value of this contract amendment is \$113,806

The soil pre-characterization involves testing soils on site to determine whether there is any contamination in the soils that would require them to be disposed in a landfill. This service is often conducted by the site contractor as part of the construction contract, and the design team had previously assumed that would be the case. In order to conduct the early earthwork phase of the project without delays for soil testing, this service will instead be provided up front under the design team's services.

Please refer to the attachments for additional information.

Sincerely,



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

Attachments:

- CDW proposal dated Sept. 26, 2025

Cc:
Michael Carroll, Colliers Project Leaders



September 26, 2025

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

RE: Revised Soil Precharacterization, Killam Elementary School, Reading, Massachusetts

Dear Ms. Katajamaki:

CDW Consultants, Inc. (CDW) is pleased to present this revised proposal to provide environmental services at the above referenced location ("Site"). CDW understands that Lavalee Brensinger Architects has requested a proposal to perform soil precharacterization of an estimated 15,000 cubic yards of soil to be excavated and transported offsite during early phase site preparation activities. CDW is providing a scope and fee for the collection of soil samples for precharacterization and summary information to facilitate the work. Our proposal includes the Scope of Services, Schedule of Services, Fee for Services, and Terms and Conditions.

SCOPE OF SERVICES

CDW proposed Scope of Services are categorized in the following tasks:

Task 1. Soil Boring and Grid Layout and Premarking

CDW will visit the Site and layout the sampling grid. Dig Safe will be notified. Preliminary schematics will be prepared outlining the a grid spacing of discrete 500 cubic yard volumes of soil within the 15,000 cubic yards total. Based on the December 2024 LGCI Geotechnical report and notes, a maximum depth range of 4.5 to 6.5 feet below the existing grade will be used to define the vertical extent of sampling.

Task 2. Soil Pre-Characterization Sampling and Laboratory Analysis

CDW will collect soil samples within the footprint of the proposed new school building with the advancement of soil borings using a track-mounted drill rig. These samples will be used to pre-characterize approximately 15,000 cubic yards of soil for off-site disposal or reuse alternatives. Samples will not be collected in the proximity of the former underground storage tank (UST) grave located near the existing school building at this time. Generally, these samples will be used to characterize the soil for offsite management or onsite reuse during the construction phase.

While on-site, CDW will field screen the soil samples for Total Organic Vapors (TOV) using a

photoionization detector (PID). Up to 240 discrete soil samples will be collected for analysis to meet the data objectives of collecting thirty (30), 8-point soil composite samples. This corresponds to the industry standard of a single composite sample per every 500 cubic yards. Note that different facilities may have requirements based on individual operating permits.

The composite samples will be delivered to a certified laboratory for analysis of the following parameters:

- Total Petroleum Hydrocarbons (TPH) by EPA Method 8100 Modified,
- Semi-Volatile Organic Compounds (SVOCs) by EPA Method 8270,
- 14 Metals per the MCP list,
- Flashpoint,
- Conductivity,
- Reactivity,
- pH,
- Polychlorinated biphenyls (PCBs) with the Soxhlet extraction,
- Pesticides by EPA method 608/8081, and
- Herbicides by EPA method 8151
- A discrete sample from each composite set will be contained for laboratory analysis of Volatile Organic Compounds (VOCs) by EPA Method 8260,

Up to 6 days of are budgeted for drilling. Borings will be advanced through the overburden at a frequency with which to allow for the collection of composite samples. Samples will be submitted at least weekly as they are collected. Laboratory analysis will require 2 weeks per sample set (10 business days) to receive results. Completion of the sampling and a summary of the results will take a minimum of 50 days from the written authorization to proceed.

Task 3. Soil Characterization Summary

CDW will review, summarize, and tabulate the data generated during the Task 2 activities. Each representative sample will be categorized according to the specific regulatory thresholds and general disposal facility allowances. Schematic diagrams identifying the locations of each material type will be completed and submitted for use in disposal facility profiles by the contractor.

FEE FOR SERVICES

For this project, as defined in SCOPE OF SERVICES, compensation shall be on a Time and Materials Basis estimated as follows:

Task 1. Soil Boring and Grid Layout and Premarking:	\$ 4,630
Task 2. Soil Pre-Characterization Sampling and Laboratory Analysis	
Labor:	\$ 22,160
Drilling Subcontracted Charges (6-days, no Overtime):	\$ 21,600
Laboratory Analysis (30 Composite Samples, Std. Turnaround time)	\$ 35,952
Misc Expendables Field Instrumentation:	<u>\$ 1,850</u>
S.T., Task 2:	\$81,310
Task 3. Soil Disposal Documentation:	\$ 17,520
<u>Total Estimated Project Costs</u>	<u>\$103,460</u>

EXCLUSIONS

The scope of work assumes free and clear access to all sampling locations at the time of mobilization. In addition, the following work is excluded from this Scope:

- LSP Opinions, soil profiles, shipping records/bills of lading.
- Direct Oversight of soil loading and tracking and reconciliation.
- Soil excavation, transport, and disposal (to be performed by others),
- Other local, state or federal orders or compliance in the event unforeseen conditions are encountered,
- Additional sampling and analysis beyond what will be performed in Task 2 as may be required by facility permits or for MCP compliance.
- Dust monitoring during soil excavation and/or loading,
- Groundwater sampling and analysis
- Sampling or consulting services related to asbestos and hazardous building materials and asbestos in soil or other media/waste,
- Preparation of additional reports beyond those specified in the above scope,
- Laboratory rush charges to obtain sample results in less than a standard turnaround time.
- LSP or Designer Services
- Laboratory or drilling equipment failure, availability, or scheduling, adverse weather, and general Site access preclude schedule guarantees.

CDW insurance includes a hold harmless insurance provision for both general liability and errors and omissions, however “defense” coverage is not included in errors and omissions.

Invoicing will occur monthly and at the completion of the project. Note that our tasks and phases of work do not align directly with the client’s timeline under the primary contract with the project owner as it is front-loaded to collect necessary information for Specifications and design documents and will be billed accordingly.

A significant amount of CDW work scope and billing are 3rd party vendor charges for drilling and laboratory services. These vendors do not operate on a pay-when-paid basis and therefore CDW cannot agree to terms of indefinite payment. All invoices that include vendor charges are to be paid as defined in the general contract terms, but no later than 120 days from the date of invoicing.

With the above limitations, CDW generally accepts the applicable Terms and Conditions of Client’s contract for services with the project owner.



Please sign a copy of this agreement. Retain a copy for your files and return the other to us, the receipt of which shall constitute Notice-to Proceed. If you have any questions, please do not hesitate to contact the undersigned at extension 27. We look forward to working with you on this important project.

Very truly yours,
CDW CONSULTANTS, INC.

A handwritten signature in blue ink, appearing to read "WJ Betters", with a long horizontal flourish extending to the right.

William J. Betters, PG, LSP,
Principal / COO

Lavalee Brensinger Architects

Name: _____
Date: _____

October 06, 2025

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

Subject: J. Warren Killam Elementary School Designer Amendment #20

Dear Mr. Kraunelis:

Colliers Project Leaders has reviewed and recommend the approval of Lavallee Brensinger Architects' Contract Amendment #20 for the J. Warren Killam Elementary School project.

Lavallee Brensinger Architects' Contract Amendment #20 is for extra services for Tree Survey requested by tree warden to identify species and condition for a total of *Seven Thousand Six Hundred Twenty-Three 00/100 Dollars (\$7,623.00)*. We recommend using the following ProPay Codes and Breakdowns.

Additional Services	Proposed Fee	ProPay Code
Supplemental Survey	\$7,623.00	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

ATTACHMENT F

CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. 20

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 October 14, 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 1-19	After this Amendment 20
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>\$ 776,364.00</u>	<u>\$ 783,987.00</u>
Total Fee	<u>\$ 11,464,997.94</u>	<u>\$ 11,472,620.94</u>

This Amendment is a result of: Additional Service – Tree Survey

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 _____

September 18, 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. 20 – Tree Survey

Dear Mr. Kraunelis,

Please find attached Amendment No. 20 to the Owner-Architect Contract. This Amendment includes the following Additional Services:

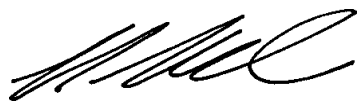
- Tree Survey - \$6,930
- Administrative 10% Markup – \$693

The total value of this contract amendment is \$7,623

The Town of Reading requires that a tree removal hearing be held before removal of trees. Based on our preliminary discussions with the tree warden, we understood that a simple tree location plan with deciduous/evergreen trees and caliper diameter would suffice as documentation for the tree hearing. However, upon subsequent meetings the tree warden requested that tree species and condition information be provided. The identification of species and condition is a specialized service provided by an arborist and was not included in our previous proposal.

Please refer to the attachments for additional information.

Sincerely,



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

Attachments:

- Terraink proposal dated Sept. 10, 2025

Cc:
Michael Carroll, Justin Ferdenzi, Colliers Project Leaders



landscape architecture + planning

Supplemental Services Letter 02

10 September 2025

Lavallee|Brensinger Architects

Jenni Katajamaki, RA, LEED® AP, MCPPO
Senior Project Manager | Senior Associate

Project: KILLAM ELEMENTARY SCHOOL
Terraink Contract #: 24001

Re: Supplemental Services for the “Arborist Services”

Dear Jenni,

It is with great pleasure that we submit this supplemental services proposal for Arborist services on the Killam Elementary School project, located in Reading, Massachusetts.

Sub-Consultant Scope of Services

Per the attached Lighthall Company Arborist services proposal, dated 09/10/2025, the outline of the proposed scope of work is as follows:

TASK	DESCRIPTION	FEE
SUB	Lighthall Company - Sub-Consultant Proposal	
	Task: Arborist Services Site Visit with Project Team and Tree Warden Independent Site Visit to Inventory Trees Develop a Tree Location Plan and Inventory List (adding missed trees in courtyard) Meeting with Project Team to review documentation Coordination with Terraink Team	\$6,300.00
	TI 10% Sub-Consultant Management Fee	\$630.00
	Total Terraink and Lighthall Supplemental Services Fee Proposal	\$6,930.00

Please see the attached sub-consultant proposal for the description of tasks, exclusions, and fees.

ACCEPTED AND APPROVED this _____ day of _____, 2025.

Jenni Katajamaki | Lavallee|Brensinger Architects; Client

LIGHTHALL COMPANY
Landscape Architecture | Arboriculture

10 September 2025

Kelly Ashton
Terraink Landscape Architecture
7 Central Street, Suite 150
Arlington, MA 02476

Re: Proposal for Killam Elementary School Tree Assessment

Dear Kelly –

Thanks for reaching out about tree inventory and condition assessment at the Killam Elementary School in Reading, MA. This proposal is for tree assessment services by Lighthall Company, working as a subconsultant to Terraink Landscape Architecture.

As I understand it, Terraink is being retained by the Town of Reading as it replaces the existing Killam School with a new building and associated landscape improvements. The Town's Tree Warden has requested an inventory and assessment of the existing trees onsite, which may help inform the eventual new design.

Here is a brief proposal for my participation in the project, with revised estimated hours indicated in bold type:

SCOPE

- A.** Visit the site with the Terraink team and Tree Warden to review general project requirements, site conditions, and tree situations. **4**
- B.** Visit the site separately to inventory the trees and make an ISA Level 2 Basic Inspection, a ground-based "detailed inspection of a tree and its surrounding site, and a synthesis of the information collected."* **6**
- C.** Update the Terraink Tree Inventory Plan, including assessment of trees that were missed in the existing conditions survey at the central courtyard. Plan shall include numeric Tree Key, tree locations, tree genus and species for all site trees. **12**
- D.** Develop a spread sheet, using a numeric key, that includes information collected for each tree: **4**
 - Tree Key
 - Tree genus and species
 - Tree size
 - Observations of site conditions
 - Observations of defects, conditions of concern, and response growth
- E.** Meet with Terraink to review the assessment report for its inclusion in the drawing package submitted to the Town of Reading. **2**
- F.** Further coordination with the Terraink team. **2**

* From the ISA Tree Risk Assessment Manual, 2nd edition: An ISA Level 2 Basic Inspection includes only conditions that can be detected from a ground-based visual inspection. Internal, below-ground, or upper-crown factors may be impossible to see or difficult to assess.

Deliverables

1. Numbered tree location plan based on the Terraink "Draft Tree Protection and Removal Plan".
2. Spreadsheet with assessment data on each tree.

Limitations To The Scope Of Services

Lighthall Company's proposed scope of services does not include survey, architecture, construction cost estimating, irrigation design, lighting design, signage design, or civil, structural, geotechnical, electrical, or environmental engineering.

Additional Services

With your prior approval, I may provide services outside the proposed scope at my standard hourly rate. Such additional services may include:

- Attendance at the Reading tree hearing.
- Attendance at the abutters' meeting.
- Meetings, presentations, site visits, and drawings beyond those identified in this agreement
- Services related to permitting and approvals
- Services required by changes in scope

COMPENSATION

Fees for the scope of work covered under this agreement will be on a lump sum price basis, inclusive of labor and reimbursable expenses. If the project is abandoned or delayed for any reason beyond Lighthall Company's control, the Client shall pay a fee for services rendered to that date, plus the termination expenses reasonably incurred by Lighthall Company in winding down the project.

The lump sum for Lighthall Company participation on this project totals \$6,300.00.

This proposal represents my understanding of the project's requirements. I would be happy to answer any questions or to discuss changes at your convenience.

If this proposal is suitable and acceptable as a contract agreement, please sign and return one copy of this letter and one copy of the attached Appendix A.

All the best –



Deborah Howe, Principal
dhowe@lighthallco.com
617-547-3421



Accepted for Lighthall Company

10 September 2025

Date

Accepted for Terraink Landscape Architecture

Date

October 06, 2025

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

Subject: J Warren Killam Elementary School – Gienapp Modular Relocation Services
Invoice # 682.29-5

Dear Mr. Kraunelis,

Colliers Project Leaders, the Owner's Project Manager, has reviewed the attached, Gienapp Architect, invoice # 682.29-5, and recommend payment of \$1,750.00 for modular relocation designer 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
682.29-5	Modular Relocation Services	\$1,750.00	0004-0000

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

Attachment: 2025 05 Gienapp Invoice #682.29-5

\$1,750 - ProPay Code: 0004-0000



309269
23004654

Gienapp Architects, LLC
20 Conant Street
Danvers, MA 01923-2953
978.750.9062

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

Invoice number 682.29-5
Date 06/30/2025

Project 682.29 RDG MODULARS RELOCATION
TO HS

Invoice

Architectural and Engineering Services to relocate the two modular classrooms from the Killam School to the High School site at Oakland Road.

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Current Billed
Predesign (Existing Conditions)	5,000.00	100.00	5,000.00	5,000.00	0.00
Schematic Design	21,000.00	100.00	21,000.00	21,000.00	0.00
Construction Documents	36,000.00	100.00	36,000.00	36,000.00	0.00
Bidding/Negotiation	5,500.00	100.00	5,500.00	5,500.00	0.00
Construction Observation (Jun - Aug 2025)	17,500.00	10.00	1,750.00	0.00	1,750.00
Total	85,000.00	81.47	69,250.00	67,500.00	1,750.00

Invoice total **1,750.00**

Thank you for allowing us to be of service.

Org# _____
Obj# _____
Location _____
Pymt Appr _____
Date 6/30/25

October 06, 2025

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

**Subject: J Warren Killam Elementary School Project Management Services
Invoice #0001089820**

Dear Mr. Kraunelis:

Attached please find Colliers Project Leaders (CPL) invoice #0001089820, in the amount of \$30,252.50 for Owner Project Manager services as authorized in Contract for the J Warren Killam Elementary School Project, during the month of August 2025.

In the period of August 1 - August 30, 2025, the specific tasks undertaken and billed to this invoice include:

- Prepare and attend in person School Building Committee meeting.
- Attend and prepare agendas for XLT Meetings.
- Attend Communications group meetings.
- Attend Design meetings
- Review Architect invoice
- Review Architect Amendment #18 & #20
- Prepare and coordinate DD phase OPM Deliverables for MSBA submission
- Coordinate cost estimate reconciliation for the DD phase
- Coordinate MSBA DD submission
- On-site review of Geothermal test well installation
- Modular relocation invoices and commitment reconciliation
- Attend abutters coordination meeting

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 08 Colliers Invoice #1089820

ProPay Code:
\$30,252.50: 0102-0400



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 : 0001089820
Invoice Date : 9/5/2025

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

For Professional Services Rendered Through 8/31/2025

	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	122,079.25	51.17	127,920.75	97,668.25	30,252.50
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	4,217,648.25	9.90	463,420.75	433,168.25	30,252.50

Current Billings 30,252.50
Amount Due This Bill 30,252.50

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 Project Manager	37.50	190.0000	7,125.00
Financial Specialists	5.00	170.0000	850.00
Project Coordinator	3.50	155.0000	542.50
Project Director	19.50	340.0000	6,630.00
Senior Project Manager	57.00	265.0000	15,105.00
Total Rate Labor			30,252.50
Total Labor			30,252.50
Total Bill Task: PM04 - Design Development			30,252.50

Total Project: 23010425A - Reading MA/ OPM - J. Warren Killam Elementary School

30,252.50

October 06, 2025

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

**Subject: J Warren Killam Elementary School Designer Services
Invoice # 22499**

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 #22499 for Lavallee Brensinger Architects, for the Month of August 2025. The total recommended Payment is \$ 484,745.00

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

Invoice Number	Task	Request This Period	ProPay Code
22499	Design Development	\$471,875.00	0201- 0400
22499	Supplemental Survey	\$2,200.00	0204-0400
22499	Site Acoustic Survey	\$770.00	0204-0400
22499	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,



Justin Ferdenzi,
Project Manager
Justin.ferdenzi@collierseng.com
Attachments:
2025 08 LBA Inv#22499

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

September 12, 2025
Project No: 23-106-00
Invoice No: 22499
Customer PO # 23004647-001

Invoice Total: \$484,745.00

Project 23-106-00 Reading Killam Elementary School

Professional Services from August 1, 2025 to August 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		100.00	Total Earned	1,887,500.00
			Previous Fee Billing	1,415,625.00
			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	22499
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	22499
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	22499
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	22499
Percent Complete		4.1546	Total Earned		3,025.00	
			Previous Fee Billing		3,025.00	
			Current Fee Billing		0.00	
			Total Fee			0.00
			Total this Phase			0.00

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	385.00	0.00	
Supplemental Survey - 0204-0400	11,000.00	100.00	11,000.00	8,800.00	2,200.00	
Certified Plot Plan - 0204-0400	4,400.00	0.00	0.00	0.00	0.00	
Site Acoustic Survey - 0204-0400	7,700.00	75.00	5,775.00	5,005.00	770.00	
Reimbursables - 0203-9900	22,000.00	8.2759	1,820.70	1,820.70	0.00	
Total Fee	443,658.00		24,634.70	21,664.70	2,970.00	
		Total Fee				2,970.00
		Total this Phase				\$2,970.00

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) 0204-1200	50,160.00	0.00	0.00	0.00	0.00	
Traffic Engineering (off-site) 0204-1200	59,290.00	0.00	0.00	0.00	0.00	
Compliance Energy Modeling 0203-9900	77,000.00	25.7143	19,800.00	9,900.00	9,900.00	
Tree Removal and Protection 0203-9900	7,700.00	0.00	0.00	0.00	0.00	
Total Fee	194,150.00		19,800.00	9,900.00	9,900.00	
		Total Fee				9,900.00
		Total this Phase				\$9,900.00

Phase	016	Amendment # 18 - Additional Survey Services - 0204-0400				
Fee						
Total Fee	24,750.00					
Percent Complete	0.00	Total Earned		0.00		
		Previous Fee Billing		0.00		
		Current Fee Billing		0.00		

Project	23-106-00	Reading Killam Elementary School	Invoice	22499
Total Fee				0.00
Total this Phase				0.00
Total this Task				\$12,870.00
Total this Invoice				\$484,745.00

	Current	Prior	Total
Billings to Date	484,745.00	3,006,038.54	3,490,783.54

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.

Please pay in full - JK

Approved As Noted
by Jenni Katajamaki
on 8/19/2025 at 12:41 PM

Invoice

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



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

August 12, 2025
Project No: 53086.01
Invoice No: 23826

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 July 01, 2025 to July 31, 2025

Fee					
Contract Amendment #16					
Task	Contract Amount	Percent Complete	Billings to Date	Previously Billed	Current Fee Billing
Building Control Plan T21	3,500.00	10.00	350.00	350.00	0.00
Supplemental Topo/Utility Survey T22	10,000.00	100.00	10,000.00	8,000.00	2,000.00
Certified Plot Plan T23 (ON HOLD)	4,000.00	0.00	0.00	0.00	0.00
Total Fee	17,500.00		10,350.00	8,350.00	2,000.00
Total Fee				2,000.00	
Total this Invoice				\$2,000.00	

Outstanding Invoices

Number	Date	Balance
23739	7/16/2025	8,350.00
Total		8,350.00

Approved As Is
by Jenni Katajamaki
on 9/11/2025 at 2:16 PM



Invoice

Federal ID 04-3024663
acentech.com

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

Accounts Payable

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

Invoice No: 68311

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

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

Acoustics

Fee

Billing Phase	Contract Amount	Percent Complete	Billed to Date	Previously Billed	Current Fee Billing
AC-200 Design Development	11,000.00	100.00	11,000.00	11,000.00	0.00
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	85.00	5,950.00	5,250.00	700.00
Total Fee	55,000.00		16,950.00	16,250.00	700.00

Contract Amend. #16

Total this Invoice \$700.00

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

Thornton Tomasetti, Inc.
120 Broadway
New York, NY 10271

Approved As Is
by Jenni Katajamaki
on 9/2/2025 at 10:37 AM

Please pay in full - JK

Federal Tax ID: 13-1251070

SEND PAYMENT & REMITTANCE ADVICE TO
(Include Project Number and Invoice Number)
P.O. Box 781187 Philadelphia, PA 19178-1187 USA
accountsreceivable@thorntontomasetti.com

Bank:	Routing Number:	121000248
420 Montgomery	Account #:	2000039485775
Street	Account Name:	
San Francisco, CA	Swift:	WFBUS6S
94104		

INVOICE

Lavallee Brensinger Architects
Jenni Katajamaki
Attn: Accounts Payable
155 Dow Street, Suite 400
Manchester, NH 03101
USA

Invoice Date: Friday, August 22, 2025
Payment Terms: Net 30 Days
Project No: P23264_00
Invoice No: ARIV0020953

Killam Elementary School - Schematic Design
LBA Project Number: 23-106-00

For professional services through Friday, August 22, 2025

Progress detail

Phase	Fee	Percent complete	Previous billing	Current billing	Remaining contract
Killam Elementary School - SD	0.00	0.00%	0.00	0.00	0.00
9300 FS-SD	25,000.00	100.00%	25,000.00	0.00	0.00
Design Assistance Energy Modeling ASR	25,000.00	60.00%	9,000.00	6,000.00	10,000.00
TEDI ASR	25,000.00	60.00%	9,000.00	6,000.00	10,000.00
Backstop ASR	30,000.00	50.00%	9,000.00	6,000.00	15,000.00
LEED Model	15,000.00	40.00%	0.00	6,000.00	9,000.00
Subtotal	120,000.00	63.33%	52,000.00	24,000.00	44,000.00
				Subtotal	24,000.00

Contract Amendment #16 - Compliance Energy Modeling
\$18,000 - invoiced from TT
\$9,000 - billed this month; remainder to be billed next month

Invoice subtotal	24,000.00
	0.00
Total this Invoice	24,000.00
Currency	USD

October 09, 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 additional Modular relocation move and cleaning services for a total of *One Hundred Forty and 00/100 Dollars (\$140.00)*. (ProPay Code: 0603-0000). This value is in addition to the previously approved commitment of \$3,500 for the services provided by Complete Cleaning Co as outlined in their contract for services.

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

October 06, 2025

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

Subject: J Warren Killam Elementary School - Move Services
Invoice #14678

Dear Mr. Kraunelis,

Colliers Project Leaders, the Owner's Project Manager, has reviewed the attached, Complete Cleaning Co, invoice #14678, and recommend payment of \$1,640.00 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
14678	Modular Relocation - Move Services	\$1,640.00	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 #14678

\$1,640.00- ProPay Code: 0603-0000

Complete Cleaning Co., Inc.

548 Chestnut Street

Lynn, MA 01904

Tel: 781-598-1666 - Fax: 781-598-4301

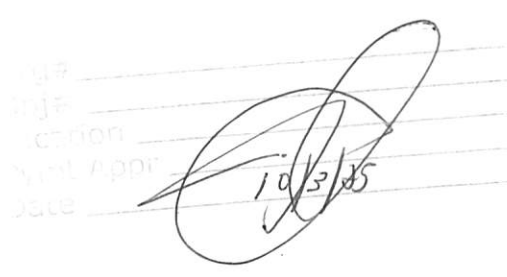
345324

Invoice

Date	Invoice #
10/1/2025	14678

Bill To
Reading Public Schools ATTN: Kevin Gerstner 62 Oakland Road Reading, MA 01867

P.O. #
Verbal Kevin G.

Description	Amount
Extra Requested Services:	
August 19, 2025 Moved classroom contents from Killam School to modulares at Reading High School	1,440.00
Truck	200.00
	

Visit our website at www.complete-cleaning.com.

Total \$1,640.00

October 06, 2025

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

Subject: J Warren Killam Elementary School – Deep Clean Services
Invoice #14679

Dear Mr. Kraunelis,

Colliers Project Leaders, the Owner's Project Manager, has reviewed the attached, Complete Cleaning Co, invoice #14679, and recommend payment of \$1,100.00 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
14679	Modular Relocation – Deep Clean Services	\$1,100.00	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 #14679

\$1,100.00- ProPay Code: 0603-0000

Complete Cleaning Co., Inc.

548 Chestnut Street

Lynn, MA 01904

Tel: 781-598-1666 - Fax: 781-598-4301

345324

Invoice

Date	Invoice #
10/1/2025	14679

Bill To

Reading Public Schools

ATTN: Kevin Gerstner

62 Oakland Road

Reading, MA 01867

P.O. #

Verbal Kevin G.

Description	Amount
Extra Requested Services: August 16, 2025 Deep-cleaned 2 modular trailers located behind Reading High School. Dusted, washed windows, cleaned bathrooms, stripped and waxed VCT floors.	1,100.00
Org# _____ Obj# _____ Location _____ Symt Appr _____ Date _____ 	

Visit our website at www.complete-cleaning.com.

Total

\$1,100.00

TOWN OF READING

MASSACHUSETTS



REQUEST FOR PROPOSAL

Materials Testing & Construction Inspections Services

Contract Number XX-XX

Town of Reading
2025



READING TOWN HALL
16 LOWELL STREET
READING, MA. 01867

Request for Proposal
Materials Testing & Construction Inspections Services
Contract No. XX-XX

The Town of Reading (Town) invites proposals for Materials Testing & Construction Inspections Services for the Killam Elementary School (KES) Project.

INSTRUCTIONS:

1. Proposals for Materials Testing & Construction Inspections Services should be emailed to harani.kumaresh@collierseng.com and justin.ferdenzi@collierseng.com , on or before 1:00 PM, on Monday December 15th, 2025.
2. Proposals must be submitted on the forms included in this RFP. Supplemental materials may be submitted to allow the owner to make an informed decision as to the qualifications of the proposer.
3. The successful proposal will be paid based on the rates quoted for the inspection or testing service. Overtime will be paid for services over 8 hours per day, Monday through Friday. The proposal shall indicate premium charges, if any, for Saturday or Sunday / Holiday work. All General and Administrative Costs, including but not limited to Travel costs, **shall be included** in all rates submitted.

The contract will be awarded under the provisions of MGL c30B.

The Town of Reading reserves the right to reject any and all proposals, or to award or not to award the contract for any reason the Town Manager determines to be in the Town's and/or the public's best interest. Nothing in this RFP shall require that the Town take the lowest price proposal. Instead, the Town reserves the right to base its decision on the entirety of the information provided, the evaluation of criteria requested, and its sole judgment as to the best service to be provided. Because this service is exempt from the bidding laws, the Town is free to negotiate price and terms with whatever proposer(s) it chooses, in whatever manner it believes is best suited to the Town's needs.

QUALITY REQUIREMENTS

1. The name, owner and location of the laboratory that will be utilized on this project, the relevant certifications of the laboratory and its technicians.
2. The Testing Agent's plan for normal and expedited turnaround times for all applicable test results. Note if planned turnaround time is equal to or less than required by the Contract Documents.
3. The resumes and project experience of its Project Supervisor(s), Inspectors and Technicians designated for assignment on this project.
4. The Testing Company shall provide a reference list of projects of comparable scope that his or her company has performed. The Testing Company shall include with the reference list the name of the project Architect or Engineer and the name and email address of an Owner's representative.
5. The scope of work of the Testing Agency is defined in the attached Exhibit B
6. The Testing Agency shall be licensed by the Commonwealth of Massachusetts. The Testing Agency and its personnel shall maintain in good standing the certifications, licensing and registrations required by the various agencies noted herein and in the Commonwealth of Massachusetts for the duration of the project.
7. The Testing Agency shall have at their immediate disposal, all personnel, and all field and laboratory sampling and testing equipment (maintained in good working order and properly calibrated) necessary to perform the work defined herein.
8. Concrete inspectors shall be certified in accordance with ACI's Certification Program and licensed by the Commonwealth of Massachusetts. Non-certified "assistant" inspectors may perform certain sampling, testing and inspection functions, but only under the direct supervision of the testing agency's certified inspector.
9. Inspectors for welded fabrications and connections shall be AWS Certified Welding Inspectors (CWI) in accordance with the provisions of AWS QC1, "Standard and Guide for Qualification and Certification of Welding Inspectors". Assistant inspectors may perform certain sampling, testing, and inspection functions, but only under the direct supervision of the testing agency's certified inspector.
10. Inspectors for bolted connections shall be well versed in the "Specification for Structural Joints using ASTM A325 or A490 Bolts" and "Commentary" as published by the American Institute of Steel Construction (AISC).

11. Inspectors for all other Construction Inspection and Material Testing Services shall for the duration of the project, hold and maintain in good standing, all certifications, licensing and registrations required by the Contract Documents and the various agencies noted herein. These certifications, licenses and registrations shall include but are not limited to those of the American Society of Non-Destructive Testing (ASNT) Certification, The National Institute for Certification in Engineering Technologies (NICET), the International Code Council (ICC) Certification, and others. Assistant inspectors may perform certain sampling, testing, and inspection functions, but only under the direct supervision of the testing agency's certified inspector.
12. Sampling, testing and inspections for compliance shall be checked against the Contract Documents (i.e., Drawings, Project Specifications, Program of Structural Tests and Inspections, Addendums, and Reference Standards) and the Approved Shop Drawings. Perform sampling, testing and inspections in coordination with the General Contractor and in a timely manner so as to provide the General Contractor with sufficient time to repair or replace non-conforming materials or work. Notify the General Contractor, the Architect and the Owner's Project Manager immediately when non-conforming materials or work is discovered. Nonconforming materials or work that are not corrected before the inspector leaves the site for the day shall be recorded in the inspection report and issued as required herein.
13. Re-sample, re-test and re-inspect all materials and work found not to conform to the requirements of the Contract Documents or Shop Drawings. Testing Agency to note and highlight in its reports when re-sampling, re-tests, and re-inspections were performed. Testing Agency shall provide the Owner, through the Owner's Project Manager, all costs and supporting documentation associated with re-sample, re-test and re-inspect of materials and or work found not to conform to the requirements of the Contract Documents or Shop Drawings.
14. The Testing Agency shall be responsible for sending copies of all sampling, testing and inspection reports, within 72 hours of performance, to the Building Official, Owner's Project Manager, Architect, Structural Engineer(s), and General Contractor. In addition, the testing agency is responsible to provide to the Owners Project Manager and to the Architect, a summary report indicating the status of each test. The testing agency will flag each test that requires retesting, and coordinate through the Owner's Project Manager, the retesting of all failed areas. Draft copies of reports shall be issued on day of inspection.
15. The testing agency shall be required to mark-up on a field set of drawings, provided by the Architect, the location, the type of test, and the date of each test performed.

GENERAL CONDITIONS:

1. The Awarding Authority, the Reading School District, will make every effort to award within thirty (30) days of receipt of proposal.
2. Proposals shall be firm and shall not be withdrawn for a period of sixty (60) days after the date of submission.
3. The responder to this Request for Proposal (*hereinafter RFP*), shall comply with all of the terms and conditions of this document, which together with the price proposal, shall constitute the written agreement between parties.
4. Awarding the contract will be made to the proposal that offers the best combination of qualifications and price on the basis of the anticipated services and tests required for the Reading Killam Elementary School Project. The Reading School District reserves the right to increase or decrease the amount of testing for any tests, or to add such other tests as required by the contract.
5. The Reading School District reserves the right to reject any and all proposals, or parts thereof, and to accept any Proposal or part thereof, as deemed to be in the best interest of the Town.
6. The Site Contract will be awarded, and on-site construction commenced in **TBD 2026**. Construction Material Testing services are to commence immediately upon award of contract.
7. All unit prices and cost quotations shall be the unit prices for the duration of the project.
8. If hard copies of reports are required, a minimum of 4 originals and six (6) copies of inspection and testing reports will be distributed. These reports shall be distributed directly by the testing laboratory/inspection service to the places as determined by the Owners Project Manager. Electronic and hardcopy distribution may be required.
9. It is the intent of the Owner, and the contractual obligation of the General Contractor, to give cancellation notice for inspections by 5:00 PM. the day prior to a scheduled test or inspection. The Site Contractor will be responsible for coordination and scheduling of all required testing and inspections. When this notice is given, the Owner will not be responsible for any cancellation charges.

PROJECT SCHEDULE

1. Mobilization for the construction of the KES Early Site Package will commence on or about January 9th, 2025, and all construction will be completed int May of 2026. All work shall run concurrently with the project schedule. The Awarding Authority will contract with a General Contractor for the construction work of this project.
2. Project Schedule:

Anticipated date of contract award for Testing Services:	December, 2025
Anticipated Date of Start of Construction	January , 2026
Final Completion for Construction (Phase 1 & 2)	December, 2028

COMPARATIVE EVALUATION CRITERIA

The evaluation of criteria will be conducted by the evaluation committee

Proposals will be evaluated based on the following criteria:

Experience

- a. Highly Advantageous: The proposer demonstrates extensive experience (5+ years) in providing similar services for projects that are similar in scope to the Killam Elementary School Project., with documented success and scalability across towns of comparable size.
- b. Advantageous: The proposer demonstrates moderate experience (3–5 years) in providing similar services, with general success in past municipal contracts.
- c. Not Advantageous: The proposer demonstrates limited experience (less than 3 years) in providing similar services, or primarily in non-municipal settings.

Qualifications

- a. Highly Advantageous: The proposer provides at least three municipal references that highly recommend their services, citing reliability, responsiveness, and quality.
- b. Advantageous: The proposer provides three references with generally favorable reviews, though not all strongly recommend the proposer.
- c. Not Advantageous: The proposer provides fewer than three references, or the references are mixed or lack strong recommendations.

Safety Record

- a. Highly Advantageous: The proposer includes thorough documentation of a formal safety program, regular training, and an excellent safety record with minimal violations or incidents.
- b. Advantageous: The proposer includes basic safety documentation and training protocols, with an average safety record.
- c. Not Advantageous: The proposer includes minimal or no documentation of safety standards or has a questionable safety history.

Financial Responsibility

- a. Highly Advantageous: The proposer submits comprehensive financial statements showing consistent profitability, minimal debt, strong asset management, and clear financial stability.
- b. Advantageous: The proposer submits financial documents indicating general financial health, with some debt or occasional profit variability.
- c. Not Advantageous: The proposer submits incomplete financial documentation or reveals weak financial performance, high debt, or financial instability.

VENDOR REFERENCES:

The Town of Reading requires references from towns this program was provided to in the last 3 years. A minimum of three (3) references may be required with respect to the services offered.

All Proposals shall remain firm for ninety (90) calendar days after the opening.

Proposers may be investigated by the Town to determine if they are qualified to perform the contract. The investigation will seek to determine whether the proposer is authorized to do business in the Town of Reading, possesses comparable previous experience and whether the proposer's financial resources are adequate to assure the Town that the contract will be completed in accordance with the terms thereof.

- **RULE FOR AWARD:** The Town of Reading will select the responsible and responsive vendor submitting the most advantageous proposal, taking into consideration the vendor's experience, quality, training examples, references, as well as the proposal price.
- **RESPONSIVE** Respondents are those that submit all required forms properly prepared, on time, will demonstrate satisfactory experience and qualifications, and will propose equipment and services which meet the scope of work.
- The Town reserves the right to reject any Respondent who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the Respondent has a pending abatement application or has entered into a payment agreement with the collector-treasurer.

INSURANCE REQUIREMENTS:

The obtaining of the insurance certificate(s) shall be a condition precedent to the effectuation of the contract. The premiums for this insurance coverage shall be paid for by the Contractor. The insurance shall remain in force during the full term of the contractual agreement and/or until all work is completed and accepted by the Town.

Draft Copy

The Town is to be named as an additional insured, and is to be given notice prior to any changes or lapses of insurance coverage.

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

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 Owner assumes no responsibility or liability for late delivery or receipt of Responses. All Responses received after the stated submittal date and time will be judged to be unacceptable and will be returned unopened to the sender.

SECTION 2: REQUIRED FORMS

**EXHIBIT B
PROPOSAL FORM**

Exhibit B Draft Copy

Materials Testing and Construction Inspection Services

Reading Killam Elementary School Project

SCOPE OF WORK

The following is a list of test and inspection services, along with the attached Program of Structural Tests and Inspections, that are to be included as part of this proposal. Testing protocol is to be followed. The Engineer of Record for the specific discipline will determine the methodology.

Soil and Earthwork Testing and Inspection

1. Observe at all times while fill is being placed and compacted. The representative shall make an accurate record of the types of materials used, including grain-size curves, thickness of lifts, densities, percent compaction, type of compacting equipment and number of coverages, the use of water and other pertinent data per the Contract Documents.
2. Perform a sieve analysis for each type of fill (on-site and borrow) prior to placement of the fill. Repeat the sieve analyses when the source or appearance of the fill materials changes.
3. Perform Modified Proctor Test, for each type of fill (on-site and borrow). Observe and inspect the storage, placement and compaction of fill materials and perform field density tests on the fill materials at a frequency determined per the Contract Documents.
4. Verify that untested or non-conforming fills (on-site and borrow) are not used in the project. Substitutions include changing the source or nature of on-site and borrow material.
5. Perform all Soils and Earthwork Testing and Inspections in accordance with the Contract Documents and the Program of Structural Tests and Inspections.

Bituminous Paving Testing and Inspection

1. Soils Technician to perform all field compaction testing, as required.
2. Field Inspector to inspect Bituminous Paving: Inspection to include insuring preliminary paving surface is prepared for paving, checking of delivery temperature of paving mix, inspection of paving and rolling operation, and checking of pavement thickness.
3. Extraction of Bitumen for Mixture and Gradation Evaluation:
4. Field Technician and Coring Equipment for Pavement thickness evaluation.
5. Provide documentation that the temperature of the Asphalt meets the Contract Documents.
6. Provide Testing for Porous Pavement, Air -Void Content, and APTG compaction.
7. Perform all Bituminous Paving Testing and Inspections in accordance with the Contract Documents.
8. Provide a site plan indicating the extent of paving completed each day.

Concrete Construction Testing and Inspection

Testing Agency Qualifications: An independent agency, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated as required by the Contract Documents.

Exhibit B Draft Copy

Materials Testing and Construction Inspection Services

Reading Killam Elementary School Project

1. Personnel conducting field tests shall be qualified as ACI concrete field testing Technician, Grade I, according to ACI CP-01 or an equivalent certification program.
2. Personnel performing laboratory tests shall be ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician – Grade I. Testing Agency supervisor shall be ACI – Certified Concrete Laboratory Testing Technician – Grade II.

Reinforcement Inspection:

1. Steel reinforcement placement. Before concrete is placed, inspect reinforcing bars for size, quantity, placement and condition. Notify the Contractor and Architect immediately so that the work can be corrected and re-inspected prior to placement of concrete. Keep a log of non-conforming items and the items can be taken off the log with an explanation how the non-conforming item was corrected. Include photographs in the inspection report for each item noted.
 - a. Re-inspect rebar at areas which have been corrected
2. Verification of use of required design mixture.
 - a. Check Truck delivery slips to verify that the required concrete design mix, as stated on the slip, is correct. Verify the holdback water from the plant and verify that water that is added to the concrete on site does not exceed the holdback water.
3. Concrete placement, including conveying and depositing.
 - a. Note duration of mixing.
 - b. Verify that concrete conveyance and depositing avoids segregation of contamination.
 - c. Verify that concrete is properly consolidated
4. Curing procedures and maintenance of curing temperature.
5. Perform all Reinforcement Inspections in accordance with the Contract Documents and the Program of Structural Tests and Inspections

Concrete Sampling and Testing:

Testing of composite samples of fresh concrete obtained according to ASTM C 172, and shotcrete according to ASTM C 1140 shall be performed according to the following requirements:

1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd., plus one additional composite sample for each additional 50 cu. yd. or fraction thereof.
 - a. A composite sample is constituted by 6 compression cylinders to keep one for 56 day test if the 28 day testing does not meet the specified compressive strength.
2. All sampling of concrete / shotcrete shall be performed at the point of discharge (i.e., end of chute for non-pumped and end of hose for pumped concrete / shotcrete.
3. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.

Exhibit B Draft Copy

Materials Testing and Construction Inspection Services

Reading Killam Elementary School Project

4. Air Content: ASTM C 231, pressure method, for normal-weight concrete; ASTM C 173/C 173M, volumetric method, for structural lightweight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
5. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 deg F (4.4 deg C) and below and when 80 deg F (27 deg C) and above, and one test for each composite sample.
6. Unit Weight: ASTM C 567, fresh unit weight of structural lightweight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
7. Compression Test Specimens: ASTM C 31/C 31M.
 - a. Cast and laboratory cure one set of four standard cylinder specimens for each composite sample.
 - b. Cast and field cure one set of four standard cylinder specimens for each composite sample.
8. Compressive-Strength Tests: all per ASTM C 39/C 39M, and shall be performed as follows:

Concrete Testing

- a. One field (may be cured in the lab)-cured cylinder representing each sample shall be tested (according to ASTM C-39) at 7 days, one additional field-cured cylinder shall be tested at 14 days, and three additional field-cured cylinders shall be tested at 28 days. Additional cylinder may be tested at 56 days if the 28-day results do not meet the specified concrete compressive strength otherwise this cylinder would be discarded.
 - b. Written reports shall indicate the job name and number, the date time and temperature of the pour, the testing agency, as well as the strength and fracture type resulting from the test. Such reports shall be submitted to the Owner's Project Manager, Architect, Contractor, and concrete manufacturer within 48 hours of test completion. Draft reports shall be distributed the day of the test.
 - c. When testing indicates concrete does not meet slump, air entrainment, or compressive strength specifications, the testing agency shall provide additional testing as indicated by the Architect
9. Strength of each concrete mixture will be satisfactory if every average of any three-consecutive compressive-strength tests equals or exceeds specified compressive strength, and no compressive-strength test value falls below specified compressive strength.
10. Perform all Concrete Sampling, Testing and Inspections in accordance with the Contract Documents and the Program of Structural Tests and Inspections.

Masonry Construction Testing and Inspection

Perform field tests during placement as follows:

1. All sampling of grout shall take place after the addition of water, if any, at the site. Record the amount of water added.
2. All sampling of grout shall be performed at the point of discharge (i.e., end of chute for nonpumped and end of hose for pumped).
3. Grout Compression Test Specimens: Make one set of test cubes (ASTM C1019) for each type of grout and a square footage of wall area determined by the Architect.

Exhibit B Draft Copy

Materials Testing and Construction Inspection Services

Reading Killam Elementary School Project

- a. Grout Slump: Test (ASTM C143) at point of discharge for each set of compression test specimens made.
 - b. Grout Compression Test. Test cubes (ASTM C1019) for each set of compression test specimens made.
 - c. Mortar Aggregate Perform tests for a square footage of wall area determined by the Architect, and as follows:
 - i. Sieve Analysis - ASTM C136
 - ii. Soundness - ASTM C88
 - d. Mortar Evaluation: Make and test one set of cubes (ASTM C780) for each 5,000 square feet of wall area. Perform tests for the following and submit the results in a format consistent with ASTM C780-A8:
 - i. Compressive Strength of Molded Masonry Mortar Cylinders and Cubes
 - ii. Splitting Tensile Strength of Molded Masonry Mortar Cylinders
4. Observe and inspect portions of the masonry installation for conformance with ACI 530.105/ASCE 6-05/TMS 602-05 Sections 2.3 and 4.3 and the Contract Documents.
 5. Continuously observe and inspect portions of the vertical cells to be grouted, knockout web blocks and lintel blocks for cleanliness and reinforcing prior to grouting. Verify that mortar squeeze and mortar droppings are removed from the cavities to be grouted.
 6. Observe and inspect portions of all reinforcement installation for condition, size, location, splicing and spacing of the reinforcement per ACI 530-05/ASCE 5-05/TMS 402-05 Chapter 8, ACI 530.1-05/ASCE 6-05/TMS 602-05 Section 3.3 and the Contract Documents.
 7. The testing agency will prepare grout cubes for the cement grout used in the drill holes to bond the nail to the soil. The testing agency will perform the strength testing including the masonry Prism tests on the grout cubes.
 8. Perform all Masonry Sampling, Testing and Inspections in accordance with the Contract Documents and the Program of Structural Tests and Inspections.

Structural Steel Construction Testing and Inspection

Testing and Inspection Agency will perform the following types of testing and inspection:

1. Shop Quality Control Program: Review the Fabricator's in-house quality control program including procedures, testing and inspections. Report findings to the Architect.
 - a. Inspect and test shop-bolted and shop-welded connections during fabrication of structural steel assemblies if directed by the Architect.
2. Field-Bolted Connections: Inspect or test in accordance with AISC specifications and RCSC "Specifications for Structural Joints Using ASTM A325 or A490 Bolts."
3. Field Welding: Inspect and test during erection of structural steel as follows:
 - a. Review welder's certifications and certify welders if required. Conduct inspections and tests as required. Record types and locations of defects found in work. Record work required and performed to correct deficiencies.
 - b. Perform visual inspection of all welds, utilizing at its discretion, the more precise measurement technique according to the work being inspected.

Exhibit B Draft Copy

Materials Testing and Construction Inspection Services

Reading Killam Elementary School Project

1. Liquid Penetrant Inspection: ASTM E 165.
 2. Magnetic Particle Inspection: ASTM E 709; performed on root pass and on finished weld.
 3. Cracks or zones of incomplete fusion or penetration will not be accepted.
 4. Ultrasonic Inspection: ASTM E 164.
 5. Radiographic Inspection: ASTM E 94 and ASTM E 142; minimum quality level "2-2T."
- c. Test full penetration welds using ultrasonic inspection methods in accordance with ASTM E164.
4. Shear Connectors: In addition to visual inspections, test and inspect field welded shear connectors according to requirements of AWS D1.1 for stud welding and as follows:
- a. Check studs for quantity, spacing and weld.
 - b. Perform bend tests when sounding and/or a visual inspection reveals either less than a continuous 360-degree flash or welding repairs to any shear connector.
 - c. Conduct tests on additional shear connectors if weld fracture occurs on shear connectors already tested, according to requirements of AWS D1.1.
5. Chemical Anchor and Expansion Bolt Connections:
- a. Contact the chemical anchor and expansion bolt manufacturer(s) to determine the proper installation procedures, minimum installation torque values, and the washer requirements.
 - b. Perform tests on all chemical anchor and expansion bolted connections. Test one bolt in each connection for applied torque. If the test bolt fails, then test all the bolts in the connection.
 - c. Observe and inspect a portion of the drilling, cleaning and tightening methods and washer requirements for conformance with the manufacturer's recommendations and the Contract Documents.
6. Perform all Structural Steel Sampling, Testing and Inspections in accordance with the Contract Documents and the Program of Structural Tests and Inspections.

Structural Light Gauge Metal Framing Tests and Inspection

1. Observe and inspect portions of the light gauge metal framing components and connections for conformance with the Contract Documents.
2. Components and connections to be observed and inspected include, but not limited to: joists, clouds, railings, guardrails, seating, soffits, wall studs, plates, lintels and built-up members.
3. Observe and inspect, as a minimum: workmanship, sizes, spacing, gauges, coatings, screws and welds.
4. Perform all Structural Light Gauge Metal Framing Sampling, Testing and Inspections in accordance with the Contract Documents and the Program of Structural Tests and Inspections.

Installation of Glazed Aluminum Curtainwall

1. Inspect type, size, gauge, spacing, and placement of members for conformance to the approved Curtain Wall Shop Drawings and Contract Documents.
2. Inspect member-to-member connections and connections/ anchorage to adjacent steel/concrete/wood support elements.

Exhibit B Draft Copy

**Materials Testing and Construction Inspection Services
Reading Killam Elementary School Project**

Name of Testing Agency _____

Unit Cost/ Fee Schedule

SOILS:

Field Inspection Rates

Half Day	Full Day	Hourly Overtime Rate

Services include but are not limited to: Inspections, recording and reporting of visual inspection of soils placement and lift thickness, compaction/soils density testing (using nuclear methods) of fill, and soil sampling by sieve and proctor testing, for conformance with Project drawings and Specifications, and all applicable shop drawings and submittals.

Samples/Tests - Rates

Washed Sieve Analysis	Modified Proctor Test & Curve	Hydrometer Test	Ash Burn Walkley/Black Test	Chemical Analysis	Pick up & Delivery Rates

ASPHALT

Field Inspection Rates

Half Day	Full Day	Hourly Overtime Rate

Services include but are not limited to: Inspection of base and binder courses, thickness, temperature, compaction testing and inspection for conformance to Project drawings and Specifications, and all applicable shop drawings and submittals.

Samples/Tests - Rates

Asphalt Content	Aggregate Gradation

CONCRETE:

Reinforcing Steel Inspection Rates

Half Day	Full Day	Hourly Overtime Rate

Services include but are not limited to: Inspections, recording and reporting of installations of reinforcing steel, welded steel, and anchor rods, for conformance with Project drawings and Specifications, and all applicable shop drawings and submittals.

Exhibit B Draft Copy

Materials Testing and Construction Inspection Services Reading Killam Elementary School Project

CONCRETE continued:

Concrete Field Inspection Rates and description of included service.

Half Day	Full Day	Hourly Overtime Rate

Services include but are not limited to: Inspections, recording and reporting of all concrete testing, plant inspection, truck delivery timing and slip collection, materials certifications, test cylinder fabrication, and continuous inspection of poured-in-place concrete for conveyance, placement, consolidation and finishing, all in conformance with Project drawings and Specifications, and all applicable shop drawings and submittals.

Concrete Cylinder Testing – Lab Rates

Size of Cylinder	Composite Sample – Min. Quantity of Cylinders, including reports	Flat Rate for additional composite sample, including reports	Pick up and Delivery Rates	Additional Reports	Additional Cylinder

Services include but are not limited to: Testing, recording and reporting of all concrete cylinder testing, all in conformance with Project drawings and Specifications, and all applicable shop drawings and submittals. Pickup and delivery of Composite Sample cylinders included in unit rate.

MASONRY:

Masonry Placement Inspection

Half Day	Full Day	Hourly Overtime Rate

Services include but are not limited to: Testing, recording and reporting on inspection of complete masonry systems including grout and mortar mixing, masonry unit installations and associated reinforcing, anchors and ties; mortar cube fabrication, grout prism fabrication, review of materials certificates for compliance, and inspection of weather protection, all in conformance of Project drawings and Specifications, and all applicable shop drawings and submittals.

Compression Tests – Lab Rates

Quantity of Cubes	Mortar Cube Test	CMU Test	Masonry Prism Test	Grout Prism Test	Pick Up and Delivery Rates

STRUCTURAL STEEL/COLD FORM STEEL FRAMING:

Structural Steel and Cold Form Steel Framing Field Inspector Rates

Hourly	Half Day	Full Day	One Week	One Month	Overtime

Services include but are not limited to: Testing, recording and reporting on materials mill test certifications, visual inspections and physical verification of field (pre and post heat) welded and bolted connections, all non-destructive testing and inspections, and inspections for all shear connections, moment connections, metal decking, metal stair framing, and all related structural connection details, for conformance to Project drawings and Specifications, and all applicable shop drawings and submittals.

Exhibit B Draft Copy

Materials Testing and Construction Inspection Services Reading Killam Elementary School Project

Ultrasonic & Magnetic Particle Testing Rates

Ultrasonic	Magnetic Particles

FIREPROOFING:

Field Inspection rates

Half Day	Full Day	Hourly Overtime Rate

Services include but are not limited to: Testing, recording and reporting on Inspection of fireproofing installation, material thickness, adhesion, cohesion and density, and inspection for conformance to Project drawings and Specifications, and all applicable shop drawings and submittals.

COMBINATION RATES:

Half Day	Full Day	Hourly Overtime Rate

Services include but are not limited to: Combination rates for one technician to perform Soils, Asphalt, Concrete, Masonry, Reinforcing steel, light gauge steel, thermal and moisture protections, fire stops and protective coatings, and other accompanying field inspections and testing.

Project Management and all incidental expenses shall be included in the individual wage rates submitted herein, and not be billed separately.

Material Testing Proposal Matrix

	# of Tests Estimated	Unit of Measure	Unit Cost	Subtotal
1 CONCRETE				
a. Cylinders Required per set: 6	30	Per set		
b. Inspection of controlled concrete placement with slump, air entrainment, temperature, truck timing, casting of cylinder w/delivery to testing lab.	20	Half Days		
c. Inspection of controlled concrete placement with slump, air entrainment, temperature, truck timing, casting of cylinder w/delivery to testing lab.	10	Full Days		
d. Reinforcing Steel Inspections - Half Day	15	Half Days		

Exhibit B Draft Copy

Materials Testing and Construction Inspection Services Reading Killam Elementary School Project

e. Reinforcing Steel Inspections - Full Day	5	Full Days		
2 SOILS & AGGREGATES	# of Tests Estimated	Unit of Measure	Unit Cost	Subtotal
a. Soil Inspection – Half Day	20	Half Days		
b. Soil Inspection – Full Day	10	Full Days		
c. Gradation Analysis	5	Each		
d. Modified Proctor Test	5	Each		
3 STRUCTURAL STEEL Per ASTM or as indicated				
a. Shop inspection of fabrication	1	Half Days		
b. Inspection of structural steel-plumb and level, bolts	20	Half Days		
c. Inspection of structural steel-plumb and level, bolts	10	Full Days		
4 MORTAR/GROUT Per ASTM Standards				
a. Form mortar/grout cubes for compressive strength.	3	Half Days		
b. Laboratory pick-up of mortar/grout cubes, test and report results.	3	Each		
6 ASPHALT PAVING PER ASTM STANDARDS				
a. Field Inspection	4	Half Days		
b. Aggregate Gradation	4	Each		
7 COMBINATION RATES				
a. Half Day	30	Half Days		
b. Full Day	10	Full Days		
8 SPECIAL INSPECTION SERVICES				
a. Field Technician for Special Inspection.	1	Half Days		
b. Professional Engineer for Special Inspections.	1	Half Days		
Total Estimated Cost				

Provide the following as attachments to Proposal:

1. The name, owner and location of the laboratory that will be utilized on this project, the relevant certifications of the laboratory and its technicians, and the normal and expedited turnaround times for all applicable test results, equal to or less than the turnaround required by the Contract Documents.
2. Evidence of all insurance coverages currently carried by the firm.
3. Evidence of the firms experience and capability to conduct the testing and inspections indicated, as documented by ASTM E 548, and specializing in the types of testing and inspections to be performed.
4. All inspection personnel must have a minimum of three (3) years of experience in construction inspection and test sample taking. Evidence of personnel experience must be provided in the proposal

Exhibit B Draft Copy

Materials Testing and Construction Inspection Services Reading Killam Elementary School Project

Estimated Total Materials Testing and Inspection Services Cost:

In addition to providing the rates for your materials testing and inspection services, this Proposal includes the following estimate for the total amount to be expended for all the services solicited by this Proposal Request.

Estimated

Total: _____

_____ Dollars (\$ _____)

COMPREHENSIVE MATERIALS TESTING AND INSPECTION SERVICES

The undersigned agrees to provide comprehensive material testing and inspection services as outlined in the Project Manual, Contract Drawings, Specifications and the Program of Structural Tests and Inspections, through the firm's own capabilities and consultants as necessary. The undersigned agrees to be responsible for the sampling, testing, completion and distribution of material test reports and of all associated records in order to document all tests and inspections provided. Handwritten reports are due the day of each field visit and the typed reports due within three (3) business days after the site visit. Additionally, all reports shall be distributed electronically by email attachment initially, to all noted recipients. The material testing agent agrees to notify the Owner's Project Manager, the Architect and the G.C. immediately with knowledge of deviations from the project drawings and specifications with the deviation noted in writing with the field report. The undersigned agrees that test reports, associated records and documents are critical to achieve certification of special inspections from the engineers of record and shall be treated as critical items. The undersigned agrees that all material testing equipment and other support sundries shall be in functional order when required for performance of any test and inspection function, and any down time and related expenses caused by non-functioning equipment will not be reimbursed by the Owner.

Legal Name of Business Entity (Print or Type)

SS or Federal ID #

Address

City

State

Zip Code

Authorized Signature

Date

Name of Authorized Signature (Print or Type)

Position

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or Quote 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.

TAX COMPLIANCE CERTIFICATION

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.

*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.

DEBARMENT STATEMENT

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 or the Commonwealth of MA.

Signature of authorized person

Name of business

*Social Security Number or
Federal Identification Number

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.

MINIMUM INSURANCE LIMITS:

The Town is to be named as an additional insured, and is to be given notice prior to any changes or lapses of insurance coverage.

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.

CONTRACT TERM: _____

PERSONNEL AND SUBCONTRACTORS:

Vendor's Team:

_____	_____
_____	_____
_____	_____

List of Attached Exhibits (check applicable boxes):

Exhibit	A	B	C
Attached	☐	☐	☐
Not Attached	☐	☐	☐

TOWN:

VENDOR:

By: _____

By: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

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. The employment by the Vendor of additional Staff 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. REIMBURSABLE EXPENSES

If out-of-pocket expenses are not included in the Vendor's fee, the Town shall compensate the Vendor for reimbursable expenses actually incurred; provided, however, that reimbursable expenses shall only be eligible for reimbursement if they have been submitted in advance and approved in writing by the Town. The Vendor agrees to use reasonable efforts to minimize expenses which are reimbursable by the Town.

4. VENDOR'S COMPENSATION

a. Lump Sum. If Services are to be provided on a Lump Sum basis, the total amount of compensation due to the Vendor in consideration of the full performance of Services by the Vendor is the amount set forth on page one of this Agreement. The Town shall pay the Vendor as Services are performed by the Vendor based upon the portion of Services completed.

b. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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 Middlesex 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.

13. 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.

14. 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.

15. 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.

16. 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.

END OF SECTION

Draft Copy

TOWN OF READING

MASSACHUSETTS



REQUEST FOR PROPOSAL

Construction Plan and Code Review Services

Contract Number **XX-XX**

Town of Reading
2025



READING TOWN HALL
16 LOWELL STREET
READING, MA. 01867

Request for Proposal
Construction Plan and Code Peer Review Services
Contract No. XX-XX

The Town of Reading (Town) is seeking Construction Code Review services for the design documents for the new Killam Elementary School (KES) Project.

INSTRUCTIONS:

1. Proposals for Construction Plan and Code Review Services should be emailed to harani.kumaresh@collierseng.com and justin.ferdenzi@collierseng.com on or before 1:00 PM, on **TBD**, 2025.
2. Proposals must be submitted as indicated within this RFP. Supplemental materials may be submitted to allow the owner to make an informed decision as to the qualifications of the proposer.
3. The successful proposal will be based on the lump sum and hourly rates quoted for review services. All General and Administrative Costs **shall be included** in the lump sum.
4. The business providing the proposal for Construction Plan and Code Review Services is hereinafter referred to as the 'Consultant'.

The contract will be awarded under the provisions of MGL c30B.

The Town of Reading reserves the right to reject any and all proposals, or to award or not to award the contract for any reason the Town Manager determines to be in the Town's and/or the public's best interest. Nothing in this RFP shall require that the Town take the lowest price proposal. Instead, the Town reserves the right to base its decision on the entirety of the information provided, the evaluation of criteria requested, and its sole judgment as to the best service to be provided. Because this service is exempt from the bidding laws, the Town is free to negotiate price and terms with whatever proposer(s) it chooses, in whatever manner it believes is best suited to the Town's needs.

SCOPE OF SERVICES

The following is a list of services that are to be included as part of this proposal.

1. Plan and code review will consist of all pertinent construction documents as necessary to verify that core elements and key requirements of the design comply with current Massachusetts codes and adopted Town codes. Areas of focus and review include but are not limited to the following:
 - Structural Steel design
 - Fire Protection system design
 - Fire Alarm system design
 - Accessibility code
2. The Consultant shall review the project documents provided by the Town and complete a report in a timely fashion as agreed upon with the Town.
3. The Consultant shall provide the Town with documentation of any design deficiencies found through plan review that requires revision and/or correction. A code citation must be indicated to validate the correction in accordance with the current Massachusetts codes and adopted Town codes
4. The Consultant shall re-review revised or corrected plans and provide subsequent correction documentation as necessary to verify the proposed design comply with current Massachusetts codes and adopted Town codes.
5. The Consultant shall provide the Town documentation affirming, to the best of their knowledge, that the proposed design complies with current Massachusetts codes and adopted Town codes.
6. The Consultant shall attend meetings with the Town as requested.

PROPOSAL REQUIREMENTS

Interested consultants must submit a proposal that includes the following sections:

Section 1: Executive summary

- A concise overview of your understanding of the RFP and your proposed approach.

Section 2: Firm qualifications and experience

- A description of the firm's history, size, and resources.
- A statement of qualifications demonstrating expertise in municipal and school construction tax incentives.
- Provide at least three (3) references from similar government or public entity projects within the last three years.
- Disclose any potential conflicts of interest with the Town of Reading, MA. or related project parties.
 - Project Designer – Lavallee Brensinger Architects
 - Owner's Project Manager – Colliers Project Leaders

Section 3: Project team

- List all key personnel who will be assigned to this project, including their qualifications, relevant experience, and specific roles.
- Explain the availability of key personnel and their ability to provide consistent service.

Section 4: Proposed work plan and methodology

- A detailed, step-by-step description of the approach to fulfill the Scope of Services.
- Include a proposed timeline for key milestones and deliverables.
- Explain how the consultant will collaborate with the town and other members of the project team.

Section 5: Fee proposal

- The proposal should clearly outline the fee structure, which may be a lump sum or hourly rate with a not-to-exceed amount.
- Detail any reimbursable expenses.

COMPARATIVE EVALUATION CRITERIA

The evaluation of criteria will be conducted by the evaluation committee

Proposals will be evaluated based on the following criteria:

- **Qualifications and experience (30%):** Demonstrated experience with similar municipal projects, tax law, and incentive programs.
- **Proposed work plan (30%):** The clarity, completeness, and effectiveness of the proposed methodology and timeline.
- **Project team (20%):** The qualifications and availability of the proposed personnel.
- **Fee proposal (20%):** The competitiveness and reasonableness of the proposed fees.

VENDOR REFERENCES:

The Town of Reading requires references from towns this program was provided to in the last 3 years. A minimum of three (3) references may be required with respect to the services offered.

All Proposals shall remain firm for ninety (90) calendar days after the opening.

Proposers may be investigated by the Town to determine if they are qualified to perform the contract. The investigation will seek to determine whether the proposer is authorized to do business in the Town of Reading, possesses comparable previous experience and whether the proposer's financial resources are adequate to assure the Town that the contract will be completed in accordance with the terms thereof.

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- **RULE FOR AWARD:** The Town of Reading will select the responsible and responsive vendor submitting the most advantageous proposal, taking into consideration the vendor's experience, quality, training examples, references, as well as the proposal price.
- **RESPONSIVE** Respondents are those that submit all required forms properly prepared, on time, will demonstrate satisfactory experience and qualifications, and will propose equipment and services which meet the scope of work.
- The Town reserves the right to reject any Respondent who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the Respondent has a pending abatement application or has entered into a payment agreement with the collector-treasurer.

INSURANCE REQUIREMENTS:

The obtaining of the insurance certificate(s) shall be a condition precedent to the effectuation of the contract. The premiums for this insurance coverage shall be paid for by the Contractor. The insurance shall remain in force during the full term of the contractual agreement and/or until all work is completed and accepted by the Town.

The Town is to be named as an additional insured, and is to be given notice prior to any changes or lapses of insurance coverage.

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

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

PROJECT SCHEDULE

Anticipated date of contract award for Code Review Services:	December, 2025
Anticipated Start of Construction	January , 2026
Final Completion for Construction (Phase 1 & 2)	December, 2028

The Owner assumes no responsibility or liability for late delivery or receipt of Responses. All Responses received after the stated submittal date and time will be judged to be unacceptable and will be returned unopened to the sender.

SECTION 2: REQUIRED FORMS

**EXHIBIT B
PROPOSAL FORM**

Vendor submission / Town may have a price proposal form

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or Quote 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.

TAX COMPLIANCE CERTIFICATION

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.

*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.

DEBARMENT STATEMENT

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 or the Commonwealth of MA.

Signature of authorized person

Name of business

*Social Security Number or
Federal Identification Number

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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.

MINIMUM INSURANCE LIMITS:

The Town is to be named as an additional insured, and is to be given notice prior to any changes or lapses of insurance coverage.

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.

CONTRACT TERM:

PERSONNEL AND SUBCONTRACTORS:

Vendor's Team:

List of Attached Exhibits (check applicable boxes):

Exhibit	A	B	C
Attached	☐	☐	☐
Not Attached	☐	☐	☐

TOWN:

VENDOR:

By: _____

By: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

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. The employment by the Vendor of additional Staff 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. REIMBURSABLE EXPENSES

If out-of-pocket expenses are not included in the Vendor's fee, the Town shall compensate the Vendor for reimbursable expenses actually incurred; provided, however, that reimbursable expenses shall only be eligible for reimbursement if they have been submitted in advance and approved in writing by the Town. The Vendor agrees to use reasonable efforts to minimize expenses which are reimbursable by the Town.

4. VENDOR'S COMPENSATION

a. Lump Sum. If Services are to be provided on a Lump Sum basis, the total amount of compensation due to the Vendor in consideration of the full performance of Services by the Vendor is the amount set forth on page one of this Agreement. The Town shall pay the Vendor as Services are performed by the Vendor based upon the portion of Services completed.

b. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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 Middlesex 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.

13. 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.

14. 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.

15. 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.

16. 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.

END OF SECTION

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TOWN OF READING

MASSACHUSETTS



REQUEST FOR PROPOSAL
Tax Consultant

Contract Number XX-XX

Town of Reading
2025



READING TOWN HALL
16 LOWELL STREET
READING, MA. 01867

Request for Proposal
Tax Consultant
Contract No. XX-XX

The Town of Reading is seeking services from a Tax Consultant to identify and obtain all Design and Construction related tax deductions, credits and incentives that are applicable to the design and construction of the new Killam Elementary School Project

INSTRUCTIONS:

1. Proposals for Materials Testing & Construction Inspections Services should be emailed to harani.kumaresh@collierseng.com and justin.ferdenzi@collierseng.com , on or before 1:00 PM, on Monday December 15th, 2025.
2. Proposals must be submitted on the forms included in this RFP. Supplemental materials may be submitted to allow the owner to make an informed decision as to the qualifications of the proposer.
3. The successful proposal will be paid based on the rates quoted for the inspection or testing service. Overtime will be paid for services over 8 hours per day, Monday through Friday. The proposal shall indicate premium charges, if any, for Saturday or Sunday / Holiday work. All General and Administrative Costs, including but not limited to Travel costs, **shall be included** in all rates submitted.

The contract will be awarded under the provisions of MGL c30B.

The Town of Reading reserves the right to reject any and all proposals, or to award or not to award the contract for any reason the Town Manager determines to be in the Town's and/or the public's best interest. Nothing in this RFP shall require that the Town take the lowest price proposal. Instead, the Town reserves the right to base its decision on the entirety of the information provided, the evaluation of criteria requested, and its sole judgment as to the best service to be provided. Because this service is exempt from the bidding laws, the Town is free to negotiate price and terms with whatever proposer(s) it chooses, in whatever manner it believes is best suited to the Town's needs.

SCOPE OF SERVICES

The tax consultant will be responsible for a comprehensive review of the project and its design to identify opportunities for financial incentives. The scope of services includes, but is not limited to, the following tasks:

Task 1: Tax incentive research and identification

- Research and identify all potential federal, state tax credits, incentives, and grants applicable to the design and construction of a new school/commercial building.
- Opportunities may include, but are not limited to, those related to:
 - **Clean energy and sustainability:** Incentives under the Inflation Reduction Act (IRA) for clean energy investments, such as solar panels, geothermal systems, and energy-efficient building materials, possibly including "direct pay" provisions for non-profits and government entities.
 - **School construction bonds:** Federal programs for school construction bonds, including reviewing historical bond programs and any potential new opportunities.
 - **Federal grants:** Specific grant programs for energy efficiency upgrades or infrastructure, such as the Department of Energy's Renew America's Schools Program.
 - **Special tax districts:** Eligibility for state or local programs that provide tax credits for projects in specific economic or tax incentive zones.

Task 2: Financial analysis and optimization

- Provide a detailed financial analysis of the identified tax incentives, estimating the potential monetary value and impact on the overall project budget.
- Work with the town's project team, including designers and the Owner's Project Manager (OPM), to optimize project plans and specifications to maximize eligibility for incentives.
- Develop a financial roadmap and timeline for securing and monetizing the incentives.

Task 3: Application and compliance support

- Prepare and/or assist in the submission of all necessary applications, registrations, and documentation to federal and state agencies to claim eligible incentives.
- Provide guidance on all compliance requirements, including prevailing wage and apprenticeship mandates related to federal programs.
- Assist the town with required post-construction reporting and audits to maintain compliance.

Task 4: Deliverables

The consultant must provide the following deliverables:

- **Initial findings report:** A report detailing all potential tax incentives, grants, and tax credits identified, including eligibility requirements and estimated value.
- **Financial optimization strategy:** A written plan outlining strategies to maximize incentive value through design and construction decisions.
- **Application packages:** Complete and accurate application materials for all targeted tax incentives.
- **Compliance handbook:** A document detailing compliance requirements, including prevailing wage, reporting, and timelines.
- **Regular progress reports:** Updates on the status of applications and any changes in incentive programs.

PROPOSAL REQUIREMENTS

Interested tax consultants must submit a proposal that includes the following sections:

Section 1: Executive summary

- A concise overview of your understanding of the RFS and your proposed approach.

Section 2: Firm qualifications and experience

- A description of the firm's history, size, and resources.

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- A statement of qualifications demonstrating expertise in municipal and school construction tax incentives.
- Provide at least three (3) references from similar government or public entity projects within the last three years.
- Disclose any potential conflicts of interest with the Town of Reading, MA. or related project parties.
 - Project Designer – Lavallee Brensinger Architects
 - Owner's Project Manager – Colliers Project Leaders

Section 3: Project team

- List all key personnel who will be assigned to this project, including their qualifications, relevant experience, and specific roles.
- Explain the availability of key personnel and their ability to provide consistent service.

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- A detailed, step-by-step description of the approach to fulfill the Scope of Services.
- Include a proposed timeline for key milestones and deliverables.
- Explain how the consultant will collaborate with the town and other members of the project team.

Section 5: Fee proposal

- The fee proposal should be submitted separately in a sealed envelope to ensure technical merit is evaluated independently.
- The proposal should clearly outline the fee structure, which may be a lump sum or hourly rate with a not-to-exceed amount.
- Detail any reimbursable expenses.

COMPARATIVE EVALUATION CRITERIA

The evaluation of criteria will be conducted by the evaluation committee

Proposals will be evaluated based on the following criteria:

- **Qualifications and experience (30%):** Demonstrated experience with similar municipal projects, tax law, and incentive programs.
- **Proposed work plan (30%):** The clarity, completeness, and effectiveness of the proposed methodology and timeline.
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Proposers may be investigated by the Town to determine if they are qualified to perform the contract. The investigation will seek to determine whether the proposer is authorized to do business in the Town of Reading, possesses comparable previous experience and whether the proposer's financial resources are adequate to assure the Town that the contract will be completed in accordance with the terms thereof.

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- The Town reserves the right to reject any Respondent who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the

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Respondent has a pending abatement application or has entered into a payment agreement with the collector-treasurer.

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The obtaining of the insurance certificate(s) shall be a condition precedent to the effectuation of the contract. The premiums for this insurance coverage shall be paid for by the Contractor. The insurance shall remain in force during the full term of the contractual agreement and/or until all work is completed and accepted by the Town.

The Town is to be named as an additional insured, and is to be given notice prior to any changes or lapses of insurance coverage.

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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

PROJECT SCHEDULE

1. Mobilization for the construction of the KES Early Site Package will commence on or about January 9th, 2025, and all construction will be completed on or about May 13th, 2026. All work shall run concurrently with the project schedule. The Awarding Authority will contract with a General Contractor for the construction work of this project.
2. Project Schedule:

Anticipated date of contract award for Tax Consulting Services:	December, 2025
Anticipated Date of Start of Construction	January , 2026
Final Completion for Construction (Phase 1 & 2)	December, 2028

The Owner assumes no responsibility or liability for late delivery or receipt of Responses. All Responses received after the stated submittal date and time will be judged to be unacceptable and will be returned unopened to the sender.

SECTION 2: REQUIRED FORMS

**EXHIBIT B
PROPOSAL FORM**

Vendor submission / Town may have a price proposal form

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or Quote 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.

TAX COMPLIANCE CERTIFICATION

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.

*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.

DEBARMENT STATEMENT

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 or the Commonwealth of MA.

Signature of authorized person

Name of business

*Social Security Number or
Federal Identification Number

Draft Copy

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.

MINIMUM INSURANCE LIMITS:

The Town is to be named as an additional insured, and is to be given notice prior to any changes or lapses of insurance coverage.

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.

CONTRACT TERM:

PERSONNEL AND SUBCONTRACTORS:

Vendor's Team:

List of Attached Exhibits (check applicable boxes):

Exhibit	A	B	C
Attached	☐	☐	☐
Not Attached	☐	☐	☐

TOWN:

VENDOR:

By: _____

By: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

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. The employment by the Vendor of additional Staff 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. REIMBURSABLE EXPENSES

If out-of-pocket expenses are not included in the Vendor's fee, the Town shall compensate the Vendor for reimbursable expenses actually incurred; provided, however, that reimbursable expenses shall only be eligible for reimbursement if they have been submitted in advance and approved in writing by the Town. The Vendor agrees to use reasonable efforts to minimize expenses which are reimbursable by the Town.

4. VENDOR'S COMPENSATION

a. Lump Sum. If Services are to be provided on a Lump Sum basis, the total amount of compensation due to the Vendor in consideration of the full performance of Services by the Vendor is the amount set forth on page one of this Agreement. The Town shall pay the Vendor as Services are performed by the Vendor based upon the portion of Services completed.

b. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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 Middlesex 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.

13. 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.

14. 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.

15. 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.

16. 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.

END OF SECTION



Killam Elementary School KSBC Update – Exterior Materials

October 14, 2025

Exterior Material Samples

Upper Stories

Red Brick



Roof Fascia

Medium Gray



Window Frames

Anodized Aluminum

First Floor + Recesses

Deep Brick



Pop Outs / Panels

Wood Look Phenolic

Masonry Base

Large Scale CMU (Dark Gray)



Exterior - Charles Street Entry



Masonry Base
Large Scale CMU (Dark Gray)



Pop Outs / Panels
Wood Look Phenolic



First Floor + Recesses
Deep Brick



Upper Stories
Red Brick

Exterior – Main Entry



Masonry Base
Large Scale CMU (Dark Gray)



Pop Outs / Panels
Wood Look Phenolic



First Floor + Recesses
Deep Brick



Upper Stories
Red Brick

Exterior - Haverhill Street Academic



Haverhill St South View



Masonry Base
Large Scale CMU (Dark Gray)



Pop Outs / Panels
Wood Look Phenolic



First Floor + Recesses
Deep Brick



Upper Stories
Red Brick

Exterior - Haverhill Street Cafeteria



Masonry Base
Large Scale CMU (Dark Gray)



Pop Outs / Panels
Wood Look Phenolic



First Floor + Recesses
Deep Brick



Upper Stories
Red Brick

Exterior – Haverhill Street Courtyard



Masonry Base
Large Scale CMU (Dark Gray)



Pop Outs / Panels
Wood Look Phenolic



First Floor + Recesses
Deep Brick



Upper Stories
Red Brick



Town of Reading Meeting Minutes

2016-09-22 LAG

Board - Committee - Commission - Council:

Permanent Building Committee

Killam School Building Committee

Date: 2025-09-08

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, Kirk McCormick, Shawn Brandt, Greg Stepler, Nancy Twomey, Carla Nazzaro, and Ed Ross.

Members - Not Present:

Others Present:

Chief Financial Officer Sharon Angstrom, Colliers Project Director Mike Carroll, Colliers Project Manager Justin Ferdenzi, 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, John Coote, Chris Haley, Kirk McCormick, Shawn Brandt, Greg Stepler, Nancy Twomey, and Carla Nazzaro.

Public Comment:

No reports.

Liaison Reports:

Jenni Katajamaki reported that the team had presented to the Community Planning and Development Commission (CPDC) two weeks ago. The CPDC chose to hold a special hearing dedicated to the two major projects in town due to a full regular agenda. The hearing lasted approximately two hours and focused solely on the WMS project. At the conclusion of the session, the CPDC voted to approve the site plan review without requesting a continuation, allowing the design team to move forward without delay. Committee members commended the design team for an excellent and professional presentation, noting that it received positive feedback from attendees. Jenni also reported that the team received comments from the MSBA on the Design Development (DD) submittal, describing them as relatively light compared to previous rounds of feedback.

Jenni further provided an update that the geothermal test reports had been received. Carla Nazzaro asked when the response to the MSBA would be due, and Justin Ferdenzi confirmed the reporting period is 14 days.

Chris Haley inquired whether the findings confirmed that the geothermal system would perform as anticipated given the limited number of wells. Jenni explained that the project engineers are still analyzing the data to determine the impact on the design and the number of wells required. The report primarily provides information on the thermal capacity of the wells, and preliminary indications suggest that performance is likely to meet expectations due to the well-established thermal characteristics of the region's geology. The report also noted the presence of a water zone encountered at mid-depth during drilling, with no additional water found at deeper levels, which will need to be managed logistically but does not present major concerns.

CPL Financial Review*

Justin Fredenzi presented a detailed overview of the updated project budget. He noted that the current construction budget remains at \$101,152,521, which will stay unchanged until contractor and general contractor bids are received and submitted to the MSBA for the PFA bid amendment. He then reviewed the budget adjustments, noting that there are none for the month of August. Similarly, the commitment tab shows no committed costs for the month.

Justin presented the expenditures to date, including an invoice for services provided in July, along with two Gienapp Architects invoices covering July and August. John Coote inquired whether these invoices concluded Gienapp's involvement; Justin responded that the contract is not yet closed and that the remaining balance will be confirmed.

Next, Justin presented the cash flow sheet and accompanying graph. He noted that the cash flow is currently slightly low, but it is expected to align as the 60% DD submissions are received. The trend is upward, and construction costs are projected to ramp up in May and June of 2026.

On a motion by Nancy Twomey, seconded by John Coote, the Killam School Board Committee voted 8-0-0 to approve the Colliers Invoice #862025 in the amount of \$36,660.00 for J. Warren Killam Elementary School Project.

Roll call vote: Pat Tompkins – Yes, Shawn Brandt – Yes, John Coote – Yes, Chris Haley – Yes, Kirk McCormick – Yes, Greg Stepler – Yes, Nancy Twomey – Yes, Carla Nazzaro – Yes.

On a motion by Nancy Twomey, seconded by John Coote, the Killam School Board Committee voted 8-0-0 to approve the Geinapp invoice #682.29.6 in the amount of \$13,125.00 for J. Warren Killam Elementary School Project.

Roll call vote: Pat Tompkins – Yes, Shawn Brandt – Yes, John Coote – Yes, Chris Haley – Yes, Kirk McCormick – Yes, Greg Stepler – Yes, Nancy Twomey – Yes, Carla Nazzaro – Yes.

On a motion by Nancy Twomey, seconded by John Coote, the Killam School Board Committee voted 8-0-0 to approve the Geinapp invoice #682.29.7 in the amount of \$2,625.00 for J. Warren Killam Elementary School Project.

Roll call vote: Pat Tompkins – Yes, Shawn Brandt – Yes, John Coote – Yes, Chris Haley – Yes, Kirk McCormick – Yes, Greg Stepler – Yes, Nancy Twomey – Yes, Carla Nazzaro – Yes.

CPL Schedule Update

Justin presented an updated project schedule, DD package has been submitted, and comments from the MSBA will be addressed shortly. The 60% CDs will be ready for estimating on October 9, with reconciliation from October 29–31, XLT review on November 4, and SBC approval on November 10. The 90% CDs will follow with estimating from January 16–30, reconciliation from January 30–February 3, XLT review on February 4, and SBC approval on February 9.

Early Package 1 (switchgear and generator) will be ready for SBC voting scheduled for December 12. Early Package 2 (earthwork) will be ready on November 10, with bids due on December 15. Justin suggested adjusting the late-January SBC meeting to coincide with the December 15 bid review to streamline the process.

John Coote inquired if prequalification are required for the early bid packages, Justin and Jenni confirmed that early bid package will be under \$10 million and therefore does not require pre-qualification under Chapter 30B procurement rules.

The committee discussed whether early procurement of the switchgear and generator remains necessary given improving lead times in the market. While early procurement can mitigate potential delays, it may reduce pricing leverage typically held by electrical contractors and introduce some risk to the owner if equipment delivery or installation issues occur.

The committee reviewed the early procurement decision timeline. The SBC is scheduled to vote to approve the early package documents on December 8, and then to approve the received pricing on January 12. Members agreed to continue monitoring market conditions to balance cost, schedule, and risk before finalizing the early procurement approach.

Chris Haley asked for perspective on the cost impact of this decision, wondering whether the difference at stake was on the order of tens of thousands of dollars or several million. Mike Carroll highlighted a comparable situation on the Whitman project, where the generator and switchgear package totaled approximately \$825,000. If an electrical contractor could achieve a 10% better price, that could translate to savings of around \$80,000, whereas a smaller pricing advantage of 2% would save approximately \$16,000. However, it was acknowledged that these savings cannot be guaranteed and would only be realized if contractors indeed secure better rates.

Greg Stepler emphasized the importance of continuing to reassess the market, noting that in 2022 some projects faced significant delays due to unavailable equipment like rooftop units and chillers, even when orders were placed at project start. While market conditions have since improved, ongoing diligence is needed to balance cost, risk, and schedule considerations.

Greg reported that the current market remains volatile due to tariffs, with fluctuating lead times and pricing. He noted that large buyers have leverage, but local subcontractors typically do not. For standard equipment, lead times have improved; for example, a recent 600-kW generator required only one week for submittals and a 20-week lead time.

The committee agreed to continue evaluating market conditions and defer a final decision on early procurement until December, when more up-to-date information on lead times and pricing will be available.

Justin noted that a peer review process required at 90% Construction Documents (CDs). Both MSBA and building codes require a steel peer review, along with additional code reviews. He mentioned that the 60% CD set will be used to provide scope for soliciting RFP pricing, with the 90% CD set to be issued to the selected. The goal is to have pricing ready for approval at the February SBC meeting. The draft RFP will be prepared and provided to the Town and XLT for review.

John inquired about the scope of the earthwork package, Mike clarified that initial plan involves cutting down to remove unsuitable soils, then backfilling as needed to approximately 4 feet below grade. Preliminary review suggests most cuts will be around 6 feet, with some areas slightly deeper or shallower. The civil engineer and SBA are refining these estimates. John noted that a significant area at the center of the site, previously a depression or pond before the original Killam School was built in 1968, had been backfilled. This section will require a deeper cut of 12–15 feet to remove the historic fill and reach

stable soils. Once excavation is complete, the general contractor will prepare the subgrade and place soil under the slab.

Emergency Generator*

Jenni Katajamaki summarized the generator sizing for the project. She noted that the original design included a **700 kW generator** to allow partial building operation—including heat, kitchen, and shelter-in-place capacity—in case of an emergency. Following the decision to use the Senior Center as the community’s primary emergency shelter, the Fire Chief advised reducing the generator size at Killam. The building still requires backup power to maintain essential functions—such as minimal heating, refrigeration for kitchen food, and critical IT systems—during power outages. The design team recommended a 400 kW generator, which is sufficient to protect the building and its systems. The change is estimated to save approximately \$500,000.

On a motion by Pat Tompkins, seconded by Chris Haley the Killam School Board Committee voted 9-0-0 to direct the design team and project team to continue with the design with the 400-kilowatt generator as requested by the fire department, for the J. Warren Killam Elementary School Project.

Roll call vote: Pat Tompkins – Yes, Shawn Brandt – Yes, John Coote – Yes, Chris Haley – Yes, Kirk McCormick – Yes, Greg Stepler – Yes, Nancy Twomey – Yes, Carla Nazzaro – Yes, Ed Ross – Yes.

Establishment of a Finance Working Group.

Carla Nazzaro revisited the proposal to establish a Finance Working Group to streamline the review of financial matters—such as contract awards, amendments, commitments, and invoices—prior to full committee meetings. The goal is to avoid slowing down regular meetings Pat explained that the working group would meet in advance of KSBC meetings to review materials in greater depth, raise any questions with the project team, and bring recommendations to the full committee. This approach, which mirrors the process used on the Recal project, would allow the KSBC to focus on decision-making rather than troubleshooting during meetings.

Kirk volunteered to serve again, citing his prior experience on the Recal group. Phil, as the School Department’s Finance and Operations representative, also volunteered. Sharon confirmed her interest in participating, and Kevin expressed his willingness to join as well.

Mike Carroll mentioned that the group would be a working group rather than a subcommittee. As such, it would have no decision-making authority; its role is to review and recommend. All approvals would continue to be made by the full KSBC at open meetings. The OPM and the design team will continue to serve as the primary reviewers of change orders and contractor claims, ensuring technical and contractual issues are thoroughly vetted before recommendations reach KSBC.

Kirk agreed to serve as the chair of the committee and will coordinate with the project team to establish an appropriate meeting schedule. The timing will likely depend on project milestones and the readiness of recommendations from the OPM and design team. with detailed financial discussions while ensuring thorough due diligence.

Approval of Prior Meeting Minutes (08/18/25)*

The committee reviewed the draft minutes from the August 18th meeting and noted corrections regarding attendance and voting. Couple of members, including Ed, were incorrectly listed as having voted to adjourn despite being absent, and some members were recorded as present when they were not. The corrected number of attendees for the meeting is five members.

On a motion by Kirk McCormick, seconded by Ed Ross, the Killam School Building Committee voted 9-0-0 to approve the meeting minutes of August 18, 2025 as amended.

Roll call vote: Pat Tompkins – Yes, Shawn Brandt – Yes, John Coote – Yes, Chris Haley – Yes, Kirk McCormick – Yes, Ed Ross – Yes, Greg Stepler – Yes, Nancy Twomey – Yes, Carla Nazzaro – Yes.

Future Agenda Items & Next Meeting Dates

Carla Nazzaro discussed future agenda items and confirmed upcoming meeting dates: Tuesday, October 14th (adjusted due to a holiday on the 13th), Wednesday, November 12th (to accommodate Town Meeting), and the December 8th meeting moved to December 15th. The next agenda will include the reorganization of chair and vice-chair positions. Additionally, the committee will review exterior material samples for the building at the October 14th meeting, with interior materials planned for January.

Adjourn*

On a motion by Kirk McCormick, seconded by Pat Tompkins, the Killam School Building Committee voted 9-0-0 to adjourn at 8:30 pm.

Roll call vote: Pat Tompkins – Yes, Shawn Brandt – Yes, John Coote – Yes, Chris Haley – Yes, Kirk McCormick – Yes, Ed Ross – Yes, Greg Stepler – Yes, Nancy Twomey – Yes, Carla Nazzaro – Yes.