



Town of Reading Meeting Posting with Agenda

2018-07-16 LAG

Board - Committee - Commission - Council:

Killam School Building Committee

Date: 2025-11-12

Time: 7:00 PM

Building: Reading Town Hall

Location: Berger 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/86341582654?pwd=sKpxuZGMoNeTikxiZ3at96bYhWj2Ox.1>

Meeting ID: 863 4158 2654

Passcode: 380805

1. Call to Order
2. Public Comment
3. KSBC Liaison Reports
4. CPL Financial Review*
5. CPL Schedule Review*
6. Approval of Prior Meeting Minutes (10/14/25 Meeting) *
7. Future Agenda Items and Next Meeting dates
 - a. Monday December 15 2025
8. Adjourn*

**Noted Potential vote required*



November 10, 2025

Town of Reading

Killam Elementary School

Project Budget and Cost Summary



Project Leader

A	C	D	E	F	G	H	I	J	K
	(Bud. Adj. Tab)	(C+D)	(Com. Cost tab)	(E-F)	Forecast. tab, >G	(F+G+H)	(Invoice Tab)	(I-J)	
Description	BUDGET			COST				CASH FLOW	
	PFA	Authorized	Approved	Committed	Uncommitt	Forecast	Total	Expenditur	Balance To
	Approved	Changes	Budget	Costs	ed Costs	Costs	Project	es to Date	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	\$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	\$1,002,750	\$2,339,750
Bidding / Negotiations	\$350,000	-\$63,500	\$286,500	\$286,500	\$0	\$0	\$286,500	\$0	\$286,500
Closeout	\$275,000	-\$54,358	\$220,642	\$191,000	\$29,642	\$0	\$220,642	\$0	\$220,642
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	\$138,014	\$338,014	\$338,014	\$0	\$0	\$338,014	\$16,722	\$321,292
Site Survey	\$50,000	\$5,000	\$55,000	\$55,000	\$0	\$0	\$55,000	\$35,723	\$19,278
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	\$19,800	\$180,200
Traffic Studies	\$50,000	\$59,450	\$109,450	\$109,450	\$0	\$0	\$109,450	\$25,018	\$84,432
Other Reimbursable Costs	\$50,000	\$56,700	\$106,700	\$106,700	\$0	\$0	\$106,700	\$64,777	\$41,923
Printing (Over the Minimum)	\$20,000	\$0	\$20,000	\$0	\$20,000	\$0	\$20,000	\$0	\$20,000
A&E Feasibility Study	\$850,000	\$0	\$850,000	\$850,000	\$0	\$0	\$850,000	\$850,000	\$0
Subtotal	\$10,895,000	\$0	\$10,895,000	\$10,689,487	\$205,513	\$0	\$10,895,000	\$3,902,289	\$6,992,711
40 Administrative Costs									
OPM Feasibility Study	\$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	\$217,851	\$282,149
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	\$200,000	\$400,000	\$0	\$400,000
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	\$5,624	\$755,624	\$755,624	\$0	\$0	\$755,624	\$755,624	\$0
Environmental & Site (FS/SD)	\$500,000	-\$188,280	\$311,720	\$283,130	\$28,590	\$0	\$311,720	\$273,130	\$38,590
Other Project Costs (FS/SD)	\$514,500	\$79,874	\$594,374	\$594,374	\$0	\$0	\$594,374	\$593,174	\$1,200
Subtotal	\$8,195,000	-\$102,782	\$8,092,218	\$6,314,197	\$1,778,021	\$200,000	\$8,292,218	\$2,175,278	\$6,116,940
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	\$3,175,000	\$0	\$3,175,000	\$0	\$3,175,000	\$0	\$3,175,000	\$0	\$3,175,000
Project Sub-Total									
	\$123,786,394	-\$102,782	\$123,683,612	\$17,003,684	\$106,679,928	\$200,000	\$123,883,612	\$6,077,568	\$117,806,044
70 Project Contingency									
Construction Contingency (Hard Cost)	\$5,076,069	\$0	\$5,076,069	Current Contingency	Potential Risk	Potential Contingency			\$5,076,069
Owner's Contingency (Soft Cost)	\$1,149,320	\$102,782	\$1,252,102	\$5,076,069	\$0	\$5,076,069			\$1,052,102
Subtotal	\$6,225,389	\$102,782	\$6,328,171	\$1,252,102	-\$200,000	\$1,052,102			\$6,128,171
Project Total									
	\$130,011,783	\$0	\$130,011,783	\$17,003,684	\$113,008,099	\$0	\$130,011,783	\$6,077,568	\$123,934,215

**Town of Reading
Killam Elementary School
11/10/25**



Project Budget Adjustments

Adjustment Item	BRR	Adjusted Amount	Date Approved	CODE	Comments
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
Move to A&E Geotech from A&E Closeout		\$5,500.00		30-210	Internal Budget Adjustments - LBA Amd 21
from A&E Closeout to A&E Geotech		(\$5,500.00)		30-150	Internal Budget Adjustments - LBA Amd 21
Move to Modular from SC Contingency		\$1,624.19		40-751	Budget Adjustments - Modulease CO 01
From SC Contingency to Modular		(\$1,624.19)		70-500	Budget Adjustments - Modulease CO 01
Move to Modular from SC Contingency		\$4,000.00		40-751	Budget Adjustments - Modulease CO 01
From SC Contingency to Modular		(\$4,000.00)		70-500	Budget Adjustments - Modulease CO 01
Total Approved Adjustments to Date		\$0.00		\$	-

**Town of Reading
Killam Elementary School
11/10/25**



Committed Cost (Contracts/Pos)

VENDOR	AMOUNT	ISSUE DATE	SIGNED/ RETURN DATE	ENCUM (PO)	CODE	MSBA	Notes
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	10/14/25	LBA Amd 19	30-210	0204-0300	Soil Pre-Characterization
Lavallee Brensinger Architects	\$7,623.00	9/18/2025	10/14/25	LBA Amd 20	30-235	0204-0500	Tree Survey
Complete Cleaning Co	\$140.00	10/1/2025	10/14/25	MSA	40-751	0603-0000	Modular Deep Cleaning
Lavallee Brensinger Architects	\$5,500.00	10/30/2025	10/31/25	LBA Amd 21	30-210	0204-0300	Additional Soil Pre-Characterization
Comm-Tract Corp	\$14,129.48	8/28/2025		PO NA	40-751	0603-0000	Modular Relocation - Fiber optic network
Partners Technology	\$2,270.88	8/19/2025		PO 26000521	40-751	0603-0000	Modular Relocation - Audio
Modulease	\$2,499.00	8/18/2025		Modulease CO 01	40-751	0603-0000	Modulease CO 01
Convergint	\$4,000.00	11/22/2024		MSA	40-751	0603-0000	Modular Relocation - Telecommunication Services
TOTAL	\$17,003,683.80						\$17,003,683.80

Town of Reading
Killam Elementary School
11/10/25



Expenditures - Invoices/Requisitions

Invoice Amount	Vendor	Invoice Number	Invoice Date	Approval Date	CODE	Propay Code	Propay Subm. #	Description
\$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	10/14/25	40-810	0004-0000		Gienapp Services June 2025 - Modular Relocation
\$30,252.50	Colliers Project Leaders	1089820	09/05/25	10/14/25	40-020	0102-0400		CPL Services August 2025 - DD
\$471,875.00	Lavallee Brensinger Architects	22499	09/12/25	10/14/25	30-120	0201-0400		LBA Services August 2025 - DD
\$2,200.00	Lavallee Brensinger Architects	22499	09/12/25	10/14/25	30-230	0204-0400		LBA Add Services August 2025 - Survey
\$770.00	Lavallee Brensinger Architects	22499	09/12/25	10/14/25	30-230	0204-0400		LBA Add Services August 2025 - Site Acoustic Survey
\$9,900.00	Lavallee Brensinger Architects	22499	09/12/25	10/14/25	30-270	0203-9900		LBA Add Services August 2025 - Compliance Energy Modeling
\$1,640.00	Complete Cleaning Co	14678	10/01/25	10/14/25	40-751	0603-0000		Move contents from Killam ES to Modulares @ Reading HS
\$1,100.00	Complete Cleaning Co	14679	10/01/25	10/14/25	40-751	0603-0000		Modular Deep Cleaning
\$234,080.00	Modulease	03	09/08/25	10/14/25	40-751	0603-0000		Pay Req 03 - Modular Relocation
\$501,375.00	Lavallee Brensinger Architects	22654	10/08/25		30-130	0201-0500		LBA Services September 2025 - CD
\$69,785.00	Lavallee Brensinger Architects	22654	10/08/25		40-800	0003-0000		LBA Add Services September 2025 - Geothermal
\$19,800.00	Lavallee Brensinger Architects	22654	10/08/25		30-240	0204-0200		LBA Add Services September 2025 - Hazmat
\$617.76	Lavallee Brensinger Architects	22654	10/08/25		30-210	0204-0300		LBA Add Services September 2025 - Geotech
\$10,450.00	Lavallee Brensinger Architects	22654	10/08/25		30-210	0204-0300		LBA Add Services September 2025 - Geoenvironmental
\$806.05	Lavallee Brensinger Architects	22654	10/08/25		30-270	0203-9900		LBA Add Services September 2025 - Other Reimbursables
\$9,900.00	Lavallee Brensinger Architects	22654	10/08/25		30-270	0203-9900		LBA Add Services September 2025 - Compliance Energy Modeling
\$1,925.00	Lavallee Brensinger Architects	22654	10/08/25		30-270	0203-9900		LBA Add Services September 2025 - Tree Removal and Protection
\$30,765.00	Colliers Project Leaders	1101071	10/05/25		40-020	0102-0400		CPL Services September 2025 - DD
\$14,129.48	Comm-Tract Corp	3425031	08/28/25		40-751	0603-0000		Modular Relocation - Fiber optic repair
\$2,270.88	Partners Technology	112283	10/29/25		40-751	0603-0000		Modular Relocation - Audio
\$501,375.00	Lavallee Brensinger Architects	22803	11/05/25		30-130	0201-0500		LBA Services October 2025 - CD
\$25,018.40	Lavallee Brensinger Architects	22803	11/05/25		30-260	0204-1200		LBA Add Services October 2025 - Traffic Engineer
\$28,600.00	Lavallee Brensinger Architects	22803	11/05/25		30-270	0203-9900		LBA Add Services October 2025 - Compliance Energy Modeling
\$1,925.00	Lavallee Brensinger Architects	22803	11/05/25		30-270	0203-9900		LBA Add Services October 2025 - Tree Removal and Protection
\$18,562.50	Lavallee Brensinger Architects	22803	11/05/25		30-230	0204-0400		LBA Add Services October 2025 - Supplemental Survey
\$59,165.00	Colliers Project Leaders	1112283	11/06/25		40-020	0102-0400		CPL Services October 2025 - DD
\$9,624.00	Modulease	04a	11/07/25		40-751	0603-0000		Pay Req 04a - Modular Relocation
\$35,720.00	Modulease	05	11/07/25		40-751	0603-0000		Pay Req 05 - Modular Relocation
\$4,000.00	Convergent	383695	09/05/25		40-751	0603-0000		Modular Relocation - Telecommunication Services
\$6,077,567.86	Total Spent to Date							\$6,077,567.86



Forecast Cost

VENDOR	AMOUNT	FORECASTED DATE	SIGNED/ RETURN DATE	ENCUM (PO)	CODE	Notes
Forecasted to Cover for Parking During Construction	\$11,900.00	11/12/2025			70-500	\$700/ Mpnth for approx. 17 month construction
Forcasted to Cover Reading Clerk Salary	\$400,000.00	11/12/2025			40-300	\$70 per hour for a planned duration of project
TOTAL	\$411,900.00					\$411,900.00

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	\$753,568	\$6,624,500	\$4,731,754
	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	\$4,731,754	

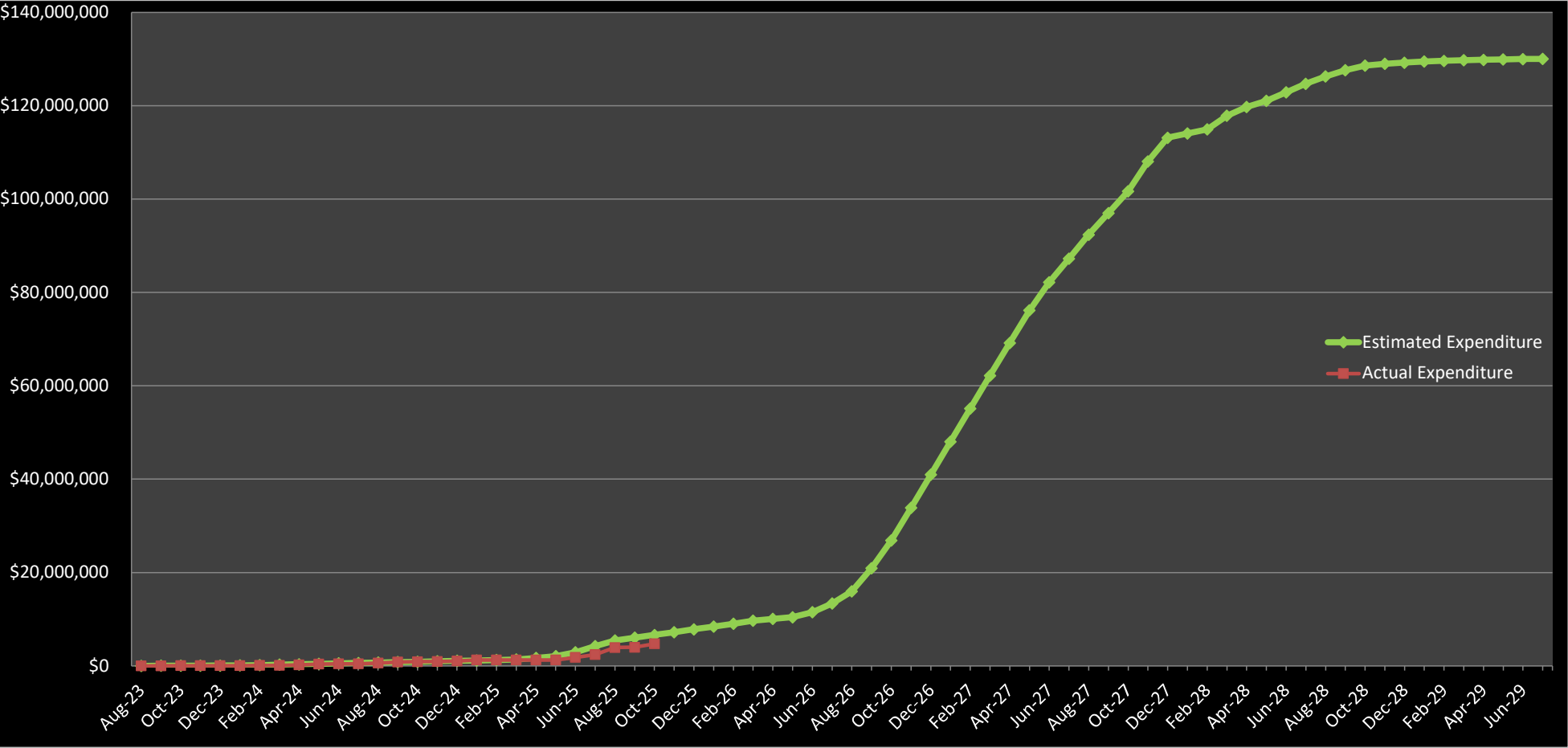


Town of Reading
Killam Elementary School
Estimated Project Cash Flow Graph



Project Leaders

November 10, 2025



October 30, 2025

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

Subject: J. Warren Killam Elementary School Designer Amendment #21

Dear Mr. Kraunelis:

Colliers Project Leaders has reviewed and recommend the approval of Lavallee Brensinger Architects' Contract Amendment #21 for the J. Warren Killam Elementary School project.

Lavallee Brensinger Architects' Contract Amendment #21 is for extra services for Additional Soil Pre-characterization of the Phase 2 area of the site for a total of *Five Thousand Five Hundred 00/100 Dollars (\$5,500.00)*. We recommend using the following ProPay Codes and Breakdowns.

Additional Services	Proposed Fee	ProPay Code
Additional Soil Pre-Characterization	\$5,500.00	0204-0300

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

October 30, 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. 21 – Additional Soil Precharacterization

Dear Mr. Kraunelis,

Please find attached Amendment No. 21 to the Owner-Architect Contract. This Amendment includes the following Additional Services:

- Additional Soil Pre-characterization - \$5,000
- Administrative 10% Markup – \$500

The total value of this contract amendment is \$5,500

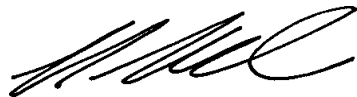
Based on discussion with Mike Carroll, Pat Tompkins, and John Coote, it was agreed that it would be prudent to perform some additional soil pre-characterization of the Phase 2 area of the site (the area around the existing school), in order to have additional data regarding scope and cost related to potentially contaminated soils in this area.

By performing this work concurrently with the pre-characterization of the Phase 1 (fields) area of the site, we are able to avoid costs related to mobilizing the drilling rig.

Due to the time-sensitive nature of this request, we request approval of this fee proposal today, and this fee proposal is valid through the end of the day today, October 30.

Please refer to the attachment for additional information.

Sincerely,



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

Attachments:

- CDW email dated 10/30/2025

Cc:
Michael Carroll, Justin Ferdenzi, Colliers Project Leaders



Killam School Additional area testing

From Bill Betters <bbetters@cdwconsultants.com>
Date Thu 10/30/2025 6:34 AM
To Jenni Katajamaki <jenni.katajamaki@lbpa.com>
Cc Jenni Katajamaki <jenni.katajamaki@lbpa.com>

Hi Jenni,

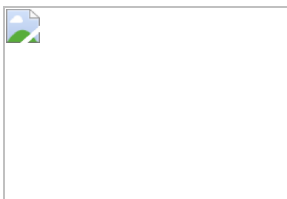
As a follow-up to our recent conversation. If we were to conduct the testing of the 2 additional areas, the additional cost will be \$5,000 for a total of four, four-to-six point composite samples for disposal Suite parameters (two from each area). This is contingent on whether we can forgo mobilizing the rig to collect them so it would need to be approved by EOB today, if at all possible.

These will be the same parameters as proposed and will include an additional caveat that they are not likely to be included as acceptable disposal criteria since they won't have the industry standard of 500 cubic yards per sample and may be out of hold time (approx. 1 year).

Please let me know as early as you can.

Thanks,
Bill

William J. Betters, P.G., L.S.P.
Principal & COO



4 California Avenue, Suite 301
Framingham, MA 01701

Office: 508-875-2657 x27

Mobile: 617-504-0047

www.cdwconsultants.com

CDW is a Woman-Owned Small Business (WOSB), a Woman-Owned Business Enterprise (WBE-MA/RI/NY), and a Disadvantaged Business Enterprise (DBE-MA/CT/RI/NY/VT/CA)

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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 30, 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 1-20	After this Amendment 21
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>\$ 783,987.00</u>	<u>\$ 789,487.00</u>
Total Fee	<u>\$ 11,472,620.94</u>	<u>\$ 11,478,120.94</u>

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

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 _____

November 04, 2025

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

**Subject: J. Warren Killam Elementary School Project Management – Partners Technology
Inv #26000521**

Dear Mr. Kraunelis:

Colliers Project Leaders has reviewed and based on the recommendation from the Town of Reading, we are recommending the approval of Partners Technology PO #26000521 to the J. Warren Killam Elementary School project.

Partners Technology PO #26000521 is for the work to improve existing audio for a total of *Two Thousand Two Hundred Seventy 88/100 Dollars (\$2,270.88)*. (ProPay Code: 0603-0000)

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

Sincerely,



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

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



Town of Reading

Accounting Department

16 Lowell Street
Reading, MA 01867

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

145001

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

Ship To
TREASURER'S OFFICE
TOWN OF READING
16 LOWELL ST
READING, MA 01867

Vendor
PARTNERS TECHNOLOGY
471 PAGE STREET
STOUGHTON, MA 02072

Purchase Order

Fiscal Year 2026

Page 1 of 1

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

Purchase Order Number **26000521**

Purchase Order Date **08/19/2025**

Department **145 GENERAL FINANCE**

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

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
		345138	26000544	Cindy McGrath	

NOTES

MITEL CPQ

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	MITEL CPQ LABOR	1.0000	EACH	\$2,270.8800	\$2,270.88

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

Town Manager

Sharon Angstrom, CPA
Department Head

Purchase Order Total

\$2,270.88

VENDOR COPY



www.partnerstechnology.com
781-930-5000

Statement of Work

*

This is to re-use the speakers in the modular trailer for an all page when a page is made in the school

Poe will be required

Mitel CPQ

Description		Price	Qty	Ext. Price
sm120	Rack-Mount 120 Watt Amplifier	\$846.60	1	\$846.60
VE8001AR	VE8001AR - Enhanced IP Audio Port - Rack Mount	\$514.28	1	\$514.28
Subtotal:				\$1,360.88

Labor

Description		Price	Qty	Ext. Price
FIRST HOUR - LABOR -STATE CONTRACT	FIRST HOUR - LABOR -STATE CONTRACT	\$140.00	1	\$140.00
STATE CONTRACT- LABOR	STATE CONTRACT-LABOR	\$110.00	7	\$770.00
Subtotal:				\$910.00



www.partnerstechnology.com
781-930-5000

Trailers Paging-Rev1 Analog

Prepared by:

Corporate HQ

Rich Greenberg
781-930-5000
Fax 781-930-5100
rgreenberg@partnerstechnology.com

Prepared for:

Reading Public Schools - High School

82 Oakland Road
Reading, MA 01867
Julian Carr
(781) 670-2891
Julian.Carr@reading.k12.ma.us

Quote Information:

Quote #: 001584

Version: 1
Delivery Date: 08/14/2025
Expiration Date: 09/13/2025

Quote Summary

Description	Amount
Mitel CPQ	\$1,360.88
Labor	\$910.00
Total: \$2,270.88	

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Corporate HQ

Signature: _____
Name: Rich Greenberg
Title: Sr. Account Executive
Date: 08/14/2025

Reading Public Schools - High School

Signature: _____
Name: Julian Carr
Date: _____

November 04, 2025

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

**Subject: J. Warren Killam Elementary School Project Management – Comm-Tract Corp
Inv #3425031**

Dear Mr. Kraunelis:

Colliers Project Leaders has reviewed and based on the recommendation from the Town of Reading, we are recommending the approval of Com-Tract Corp Invoice #3425031 to the J. Warren Killam Elementary School project.

Com-Tract Corp Invoice #3425031 is for the repair of fiber network due to unforeseen issue during modular relocation for a total of *Fourteen Thousand One Hundred Twenty-Nine 48/100 Dollars* (\$14,129.48). (ProPay Code: 0603-0000)

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

Sincerely,



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

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



Comm-Tract Corp

235 Summer Road #4
Boxborough, MA 01719

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

Invoice # 3425031
Date 8/28/2025
P.O. No.
Terms Net 30

Description:	Amount
Labor	9,880.00
Materials	3,299.48
Equipment	950.00

Responded to reported fiber optic network outage at the Reading HS on 7/16/25. 2 damaged fiber optic cables (66 count and 24 count) near the Tennis Courts. Ran 1000ft of new fiber optic cable. Fusion butt spliced 90 fibers at both ends of newly placed fiber optic cable segment. Confirmed restoration of network services.

Subtotal	\$14,129.48
Sales Tax (6.25%)	\$0.00
Total Due	\$14,129.48

November 10, 2025

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

Subject: J. Warren Killam Elementary School Project Management – Convergent Technologies, LLC.

Dear Mr. Kraunelis:

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

Convergent Technologies, LLC. Service Agreement is for the Modular relocation Telecommunication services for a total of *Four Thousand and 00/100 Dollars (\$4,000.00)*. (ProPay Code: 0603-0000)

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

Sincerely,



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

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



converⁱnt[®]

Town of Reading

System Health Check/Annual PM

CUSTOMER SERVICE PLAN PROPOSAL

Date: 11/22/2024

Quotation #: Various

To: Town of Reading
Various Locations – See Below
Reading, Massachusetts 01867

Attn: Joe Huggins
(781) 942-5492
jhuggins@ci.reading.ma.us

We are pleased to provide this proposal for your consideration.

Thank you for considering Convergint as your service provider of choice. The intent of this

CSP OVERVIEW AND INTRODUCTION

Customer Support Program (CSP) is to assist you in maintaining your system(s), minimizing malfunctions, risk, and associated downtime. Our goal is to work with you to maintain the integrity of the system and to assist you in providing a safe and secure environment for your occupants.

Each year we deploy and maintain hundreds of thousands of IoT-enabled devices. The proper configuration of these devices reduces the vulnerabilities they create as attack surfaces. Our technical teams have worked with our Product Partners, Cybersecurity Consultants, and independent certification organizations, such as Underwriters Laboratories, to develop policies, procedures, and governance programs to create standards on how we deploy and maintain systems that are IoT-enabled.

With the increase of cyber-attacks, manufacturers typically require some level of software support as they constantly address threats that arise as a result of having a system on the network. All systems are inspected to ensure that the latest firmware and software updates are applied. In many cases our Product Partners have developed hardening guides or best practices for their technology, and we augment that as necessary, with tailored hardening by our expert specialists.

Convergint designs, installs and services Security, Building Automation, and Fire & Life Safety solutions for commercial, industrial, financial and government clients. Serving single-site customers, as well as those with a global multi-site footprint, Convergint will design a solution to meet both your current needs as well as your future growth plans. Most importantly, Convergint provides a wide-array of professional services to ensure your investment is protected and continues to operate as originally designed.

If there are any services not included in this proposal that you would like more information on, please visit our website or contact your Convergint representative.

STANDARD SERVICES

- MULTI-YEAR PROGRAM COMMITMENT
Convergint is committed to establishing long-term agreements at mutually agreed pricing. When a customer agrees to purchase a multi- year support program from Convergint (3 years and above), the annual cost will be remained fixed at the first-year price.
- PREFERRED PRICING
Predictable costs by means of pre-established labor rates and material costs in accordance with Convergint's published rates and associated discounts.
- SERVICE DOCUMENTATION
Each system-testing and service call will be documented utilizing an inspection report and/ or work order completed by our assigned Customer Support Specialist. The Specialist's job will not be complete until their testing and/ or service call is formally documented and presented to a designated customer representative.
- PREFERRED PRIORITY SERVICE RESPONSE
As a Convergint CSP customer, you will be given priority for emergency service calls. Specific response times are identified under the Customer Support Program Implementation section of this proposal.
- TRAINED AND QUALIFIED RESOURCES
A professional team of certified and qualified personnel deliver services performed by Convergint. Field technical personnel are also equipped with the proper tools and information necessary to perform their jobs.
- TELEPHONE SUPPORT AND CONSULTATION
Telephone diagnostic support is available for all CSP customers. Our on-call technicians will provide diagnostic and troubleshooting support to help reduce your costs by trying to resolve issues prior to our arrival.

PROPOSED SERVICES

Preventative Maintenance

☒ Included ☐ Excluded

On a scheduled basis, Convergent will provide systems preventive services for components listed within the equipment list contained herein. All preventive maintenance testing will be performed in accordance with manufacturer's recommendations and will address areas that can adversely affect system performance. Preventive maintenance will include a visual inspection and functional test of system components.

This is recommended for all sites to maintain the original condition of installed and commissioned systems. By performing necessary testing and calibration, Convergent can identify defects and potential problem areas, thereby reducing the probability of emergency problems.

Aim, focus, clean camera and verify connectivity to head end.
Ensure mounting hardware and cable connections are secure.
Verify live/recorded video to ensure optimal picture quality.

Password & Patch Management Services

☒ Included ☐ Excluded

Security of Security is our highest priority, and our Cybersecurity Services Team ensures our customers IoT and OT devices including cameras, access control, and identity management systems meet the same high standards as traditional IT devices like computers and servers.

Weak and reused passwords are a significant vulnerability to you and your systems. Reusing the same password on all devices within a security system, and across sites, can increase the risk of compromise by an attacker. By setting unique passwords on each system, as well as each site, we not only protect your security systems, we also protect access to the connected networks.

Convergent utilizes industry-leading, 256-bit encrypted password management systems and tools to ensure that each system has unique, highly complex passwords that restrict access according to the principles of least privilege.

There is no integration or direct connection between Convergent's database of passwords and systems on-premise.

As well, with the proliferation of technology, software support is imperative to keeping systems current. Software updates and patches ensure systems are maintained in accordance with manufacturers recommendations and keeps systems operating with the latest features, fixes, and vulnerability patches.

Firmware is a set of code that is embedded within many of the network connected devices that controls the devices operation. Manufacturers' firmware updates are released in the form of patches according to their individual release schedule. As part of this program, firmware will be maintained in accordance with manufacturers recommendations and keeps systems operating with the latest features, fixes, and vulnerability patches to the latest interoperable level.

At the time of password change, Convergent specialists will also update to most recent firmware patch releases to the system to ensure system functionality and security semi-annually.

* Please note – this does not include "user" passwords or settings. This is for access to the specific security system devices only.

Annual Software Support

☒ Included ☐ Excluded

**This option is mandatory if the Password & Patch Management Services are included above.*

With the proliferation of technology, Software Support and/ or Subscription Services are invaluable to the customers and systems we work with every day.

This option provides our customers with a software support plan that allows them to keep pace with software revisions and advancements as made available by manufacturers. Such revisions will keep systems operating with the latest technology and secured with the latest patches.

Twice per year, Convergent specialists will install the latest security system update to provide the latest security and functionality updates to software and firmware.

Covered software is identified in the equipment list of this proposal.

*Please note, this option does not include any computer operating system updates or upgrades.

OPTIONAL SERVICES

Software Upgrade

☐ Included ☒ Excluded

In order to keep up with changes in infrastructure and environment, updates / upgrades are mandatory to keep systems running at an optimal level.

Convergent takes the challenge out of this process by offering support services surrounding these activities. There are multiple facets to upgrades including, where applicable, server migration, integration support, resource allocation, scheduled downtime and risk mitigation. Convergent can assist with upgrading your system to ensure that the process is seamless and minimizes risk.

Software Upgrades will be recommended as a project as needed for each site.

iCare Executive

☐ Included ☒ Excluded

This value-added online service tool includes all the features of iCare Manager plus: real-time status, metric and custom report, access to "My Document Library" (i.e., document sharing platform), administrative privileges, and customized email notification.

Remote Online Diagnostics

☐ Included ☒ Excluded

Utilization of industry standard authentication technology to remotely access your system and resolve technical issues in real time resulting in a savings of both time and system downtime. A Convergent Support Specialist, with the support of a screen sharing session, will work directly with your personnel for initial call support and troubleshooting. If the issue cannot be resolved online, a more refined service response will result including the dispatching of a service representative.

ADDITIONAL SERVICES

These are some of the additional services Convergent can provide. Please let us know if you would like more information or pricing on any of the following.

- **Alarm Monitoring Services**
- **IoT Automation & System Health Monitoring**
- **Managed Detection & Response**
- **Automated Backup Programs for system databases and configurations**
- **Network Security Assessments**
- **Comprehensive Labor & Equipment Coverage**
- **Embedded Specialist Services**
- **Staff Training**
 - **Systems Administration & Management**
 - **Cybersecurity Awareness Online Training**
- **System Administration and Data Redundancy Services**
- **Managed Services: Network Infrastructure, Endpoints, Two-Factor, PACS, Intrusion, and Video Management Systems**
- **Battery Testing**

CLARIFICATIONS, QUALIFICATIONS, AND EXCLUSIONS

Please reference the clarifications, qualifications, and exclusions noted below.

1. Convergent shall be provided unobstructed access to all devices in the building during the system test and inspection.
2. Convergent reserves the right to propose an annual adjustment to the CSP program cost if additional devices or appliances are added to the system during the term of the agreement.
3. Testing of the system does not include troubleshooting of pre-existing system conditions (ground faults, etc.).
4. Printouts of the existing system databases shall be made available to Convergent for validation of point count and device type.
5. This proposal pricing is based on a multi-year commitment. Rates are subject to change if any services or term years are individualized.
6. Lift Rentals are excluded from this CSP and will be billable as needed.

Customer Responsibilities

- a. Customer agrees to cooperate in the care of the Equipment and to promptly notify Company in the event of any malfunction in the operation of the Equipment. Requests for service are accepted by phone or online at iCare.convergint.com
- b. Customer agrees to give Company employees and representatives full and free access to the Equipment for the purpose of performing the required service hereunder. It is the responsibility of Customer to provide a safe working environment and safe access to Equipment for technicians. The final determination of a safe working environment will reside with the technician.
- c. Customer agrees that when service must be provided when cash, negotiable securities, and other valuables are readily accessible, Company employees and representatives shall always be accompanied by Customer's employee or representative.
- d. Payment is acceptance of terms of this agreement.
- e. Customer acknowledges that it is its sole responsibility to determine the nature and extent of alarms and other security devices and measures necessary to protect its Equipment and other property, which is not in the possession of Company. Company shall not be liable for losses made possible or arising out of Customer's or any of its contractor's failure to provide, maintain, use or properly monitor and respond to alarms and other security devices necessary to protect Customer's Equipment and other property.

Exclusions

- a. Problems related to network issues, communication issues, source voltage problems and other issues not directly related to Equipment components, circuitry or software are not covered under the terms of this Agreement.
- b. Consumable items are not included under this Agreement, such as carriers, print heads, batteries and other items consumed during normal use of the Equipment.
- c. When in Company's evaluation, the Equipment or any major sub-system or major component thereof as so classified by Company 1) becomes worn out due to normal wear and tear or, 2) becomes obsolete or outdated due to advances in technology, Company will submit to the Customer a cost estimate for its replacement. If the Customer does not authorize such replacement (the cost of which is outside of this Agreement,) Company may terminate the portion of this Agreement which covers the affected Equipment.
- d. Company will not be responsible for failure or delay, or the consequences thereof, in rendering service occasioned by any circumstances beyond its reasonable control.
- e. The Annual Agreement Fee does not include costs for parts or labor incurred by Company for relocating equipment, changing set-up, changing original features or functions, modifications, or any major overhaul of the Equipment. If any Equipment is relocated, altered, or serviced by persons other than Company representatives during the term of this Agreement, then Company shall have the right to inspect the Equipment for any damage which may have occurred, and Company shall have the right to charge customer for parts and labor required to repair such Equipment at its prices and rates then in effect. If Customer refuses such inspection or repair, then Company has the option to delete such Equipment for coverage hereunder.
- f. This Agreement covers only the services detailed herein that Company is expressly agreeing to undertake. Any service not expressly provided by Company herein is specifically not covered under this Agreement. If Company is requested to provide emergency service outside the times set forth above, which service Company shall have the right to elect or not elect to undertake in its sole discretion, Customer agrees to pay Company overtime rates for hours worked or traveled during such times.

Locations/Material Included under this CSP

The following bill of materials is intended to establish the baseline for this proposal. This bill of material is not intended to be a comprehensive list of all system parts.

A.W. Coolidge Middle School

Line	Qty	Annual Freq	Description
1	24	2	Camera (Hardware)
2	1	2	Server Applications (Software)
3	1	2	SMS/VMS Applications (Software)
4	1	2	Workstation Applications (Software)
5	24	1	Interior Camera
6	1	1	Network Video Recorder
7	1	1	Power Supplies
8	1	1	Server
9	1	1	Video Monitor
10	1	1	Workstation

Alice M. Barrows Elementary School

Line	Qty	Annual Freq	Description
1	24	2	Camera (Hardware)
2	1	2	Server Applications (Software)
3	1	2	SMS/VMS Applications (Software)
4	1	2	Workstation Applications (Software)
5	24	1	Interior Camera
6	1	1	Network Video Recorder
7	1	1	Power Supplies
8	1	1	Server
9	1	1	Video Monitor
10	1	1	Workstation

Birch Meadow Elementary School

Line	Qty	Annual Freq	Description
1	26	2	Camera (Hardware)
2	1	2	Server Applications (Software)
3	1	2	SMS/VMS Applications (Software)
4	1	2	Workstation Applications (Software)
5	26	1	Interior Camera
6	1	1	Network Video Recorder
7	1	1	Power Supplies
8	1	1	Server
9	1	1	Video Monitor
10	1	1	Workstation

J. Warren Killam Elementary School

Line	Qty	Annual Freq	Description
1	25	2	Camera (Hardware)
2	1	2	Server Applications (Software)
3	1	2	SMS/VMS Applications (Software)
4	1	2	Workstation Applications (Software)
5	25	1	Interior Camera
6	1	1	Network Video Recorder
7	1	1	Power Supplies
8	1	1	Server
9	1	1	Video Monitor
10	1	1	Workstation

Joshua Eaton Elementary School

Line	Qty	Annual Freq	Description
1	27	2	Camera (Hardware)
2	1	2	Server Applications (Software)
3	1	2	SMS/VMS Applications (Software)
4	1	2	Workstation Applications (Software)
5	27	1	Interior Camera
6	1	1	Network Video Recorder
7	1	1	Power Supplies
8	1	1	Server
9	1	1	Video Monitor
10	1	1	Workstation

Pleasant Street Center

Line	Qty	Annual Freq	Description
1	15	2	Camera (Hardware)
2	1	2	Server Applications (Software)
3	1	2	SMS/VMS Applications (Software)
4	1	2	Workstation Applications (Software)
5	15	1	Interior Camera
6	1	1	Network Video Recorder
7	1	1	Power Supplies
8	1	1	Server
9	1	1	Video Monitor
10	1	1	Workstation

Reading Department of Public Works

Line	Qty	Annual Freq	Description
1	12	2	Camera (Hardware)
2	1	2	Server Applications (Software)
3	1	2	SMS/VMS Applications (Software)
4	1	2	Workstation Applications (Software)
5	12	1	Interior Camera
6	1	1	Network Video Recorder
7	1	1	Power Supplies
8	1	1	Server
9	1	1	Video Monitor
10	1	1	Workstation

Reading Fire Department

Line	Qty	Annual Freq	Description
1	6	2	Camera (Hardware)
2	1	2	Server Applications (Software)
3	1	2	SMS/VMS Applications (Software)
4	1	2	Workstation Applications (Software)
5	6	1	Interior Camera
6	1	1	Network Video Recorder
7	1	1	Power Supplies
8	1	1	Server
9	1	1	Video Monitor
10	1	1	Workstation

Reading Memorial High School

Line	Qty	Annual Freq	Description
1	138	2	Camera (Hardware)
2	2	2	External Storage (Hardware)
3	1	2	Server Applications (Software)
4	1	2	SMS/VMS Applications (Software)
5	1	2	Workstation Applications (Software)
6	138	1	Interior Camera
7	1	1	Network Video Recorder
8	1	1	Power Supplies
9	1	1	Server
10	1	1	Video Monitor
11	1	1	Workstation

Reading Police Department

Line	Qty	Annual Freq	Description
1	60	2	Camera (Hardware)
2	1	2	Server Applications (Software)
3	1	2	SMS/VMS Applications (Software)
4	1	2	Workstation Applications (Software)
5	60	1	Interior Camera
6	1	1	Network Video Recorder
7	1	1	Power Supplies
8	1	1	Server
9	1	1	Video Monitor
10	1	1	Workstation

Reading Public Library

Line	Qty	Annual Freq	Description
1	12	2	Camera (Hardware)
2	1	2	Server Applications (Software)
3	1	2	SMS/VMS Applications (Software)
4	1	2	Workstation Applications (Software)
5	12	1	Interior Camera
6	1	1	Network Video Recorder
7	1	1	Power Supplies
8	1	1	Server
9	1	1	Video Monitor
10	1	1	Workstation

Reading Town Hall

Line	Qty	Annual Freq	Description
1	33	2	Camera (Hardware)
2	1	2	Server Applications (Software)
3	1	2	SMS/VMS Applications (Software)
4	1	2	Workstation Applications (Software)
5	33	1	Interior Camera
6	1	1	Network Video Recorder
7	1	1	Power Supplies
8	1	1	Server
9	1	1	Video Monitor
10	1	1	Workstation

Walter S. Parker Middle School

Line	Qty	Annual Freq	Description
1	32	2	Camera (Hardware)
2	1	2	Server Applications (Software)
3	1	2	SMS/VMS Applications (Software)
4	1	2	Workstation Applications (Software)
5	32	1	Interior Camera
6	1	1	Network Video Recorder
7	1	1	Power Supplies
8	1	1	Server
9	1	1	Video Monitor
10	1	1	Workstation

Wood End Elementary School

Line	Qty	Annual Freq	Description
1	18	2	Camera (Hardware)
2	1	2	Server Applications (Software)
3	1	2	SMS/VMS Applications (Software)
4	1	2	Workstation Applications (Software)
5	18	1	Interior Camera
6	1	1	Network Video Recorder
7	1	1	Power Supplies
8	1	1	Server
9	1	1	Video Monitor
10	1	1	Workstation

Software Support Agreement (SSA/SUSP)

The following bill of material is intended to establish the baseline for this proposal. This bill of material is not intended to be a comprehensive list of all system parts.

Genetec Advantage SSA – Proposed under SB14644026CSP

A.W. Coolidge Middle School

89 Birch Meadow Drive

Reading, MA 01867

781-942-9158

System ID: GSC-200729-148248

Expires 8/31/2025

Alice M. Barrows Elementary School

16 Edgemont Avenue

Reading, MA 01867

781-942-9166

System ID: GSC-200729-915392

Expires 8/31/2025

Birch Meadow Elementary School

27 Arthur B. Lord Drive

Reading, MA 01867

781-944-2335

System ID: GSC-200729-901070

Expires 8/31/2025

J. Warren Killam Elementary School

333 Charles Street

Reading, MA 01867

781-944-7831

System ID: GSC-200729-387523

Expires 8/31/2025

Joshua Eaton Elementary School

365 Summer Avenue

Reading, MA 01867

781-942-9161

System ID: GSC-200729-025990

Expires 8/31/2025

Pleasant Street Center

49 Pleasant Street

Reading, MA 01867

781-942-6794

System ID: GSC-200729-522058

Expires 8/31/2025

Genetec Advantage SSA – Proposed under SB14644026CSP

Reading DPW
75 New Crossing Road
Reading, MA 01867
781-942-9092
System ID: GSC-201130-893049
Expires 12/31/2025

Reading Fire Department
757 Main Street
Reading, MA 01867
781-944-3132
System ID: GSC-200729-765215
Expires 8/31/2025

Reading Memorial High School
62 Oakland Road
Reading, MA 01867
781-944-8200
System ID: GSC-200729-135614
Expires 8/31/2025

Reading Police Department
15 Union Street
Reading, MA 01867
781-942-6642
System ID: GSC-200729-299670
Expires 8/31/2025

Reading Public Library
64 Middlesex Avenue
Reading, MA 01867
781-944-0840
System ID: GSC-201124-853160
Expires 8/31/2025

Genetec Advantage SSA – Proposed under SB14644026CSP

Reading Town Hall
16 Lowell Street
Reading, MA 01867
781-942-9001
System ID: GSC-200729-646615
Expires 8/31/2025

Walter S. Parker Middle School
45 Temple Street
Reading, MA 01867
781-944-1236
System ID: GSC-200729-626796
Expires 8/31/2025

Wood End Elementary School
85 Sunset Rock Lane
Reading, MA 01867
781-942-5420
System ID: GSC-200729-670704
Expires 8/31/2025

SERVICE RATES

Current labor rates	Business Hours (8:00am to 5:00pm)	After hours (Monday- Saturday)	Sunday & Holiday
Standard Rates	\$191.00	\$286.50	\$382.00
CSP Rates	\$125.00	\$187.50	\$250.00

- No mileage of travel time charge if within a 50-mile radius of local CTC.
- Outside 50-mile radius will incur an additional charge for travel time.
- Emergency service and T&M work will be subject to a two- hour minimum.
- Same day emergency requests are subject to afterhours rates.
- Service rates are fixed according to ITC71 MA State Contract verbiage.
- Projects that are physical add/moves/change are subject to ITC71 MA prevailing wage rates.

BILLING CONTACT

AGREEMENT DETAILS

CSP Start Date 8/1/2025– 7/31/2028

CSP Duration 3 Years

	Year 1	Year 2	Year 3	Year 4	Year 5
Total Annual Cost	See Below	See Below	See Below		

Sales Tax Tax Exempt

Payment Schedule The CSP will be invoiced annually in the first month of the agreement period unless mutually agreed otherwise.

Site Name	Year 1	Year 2	Year 3	Year 4	Year 5
A.W. Coolidge Middle School	\$3,213.90	\$3,213.90	\$3,213.90		
Alice M. Barrow Elementary School	\$3,213.90	\$3,213.90	\$3,213.90		
Birch Meadow Elementary School	\$3,300.00	\$3,300.00	\$3,300.00		
J. Warren Killam Elementary School	\$3,272.70	\$3,272.70	\$3,272.70		
Joshua Eaton Elementary School	\$3,340.61	\$3,340.61	\$3,340.61		
Pleasant Street Center	\$2,835.00	\$2,835.00	\$2,835.00		
Reading Department of Public Works	\$2,670.00	\$2,670.00	\$2,670.00		
Reading Fire Department	\$2,404.05	\$2,404.05	\$2,404.05		
Reading Memorial High School	\$8,550.00	\$8,550.00	\$8,550.00		
Reading Police Department	\$4,865.00	\$4,865.00	\$4,865.00		
Reading Public Library	\$2,678.75	\$2,678.75	\$2,678.75		
Reading Town Hall	\$3,600.00	\$3,600.00	\$3,600.00		
Walter S. Parker Middle School	\$3,589.99	\$3,589.99	\$3,589.99		
Wood End Elementary School	\$2,917.50	\$2,917.50	\$2,917.50		

50,451.40



Please provide all applicable billing information and point of contact for coordination, questions and collections.

Customer Name	Attn
Address _____	Work Phone _____
Suite (If Applicable) _____	Cell Phone _____
City, State & Zip _____	Email _____

This pricing is valid for 30 calendar days from the date of this proposal. To accept this proposal, please sign and date below and return to Convergent.

By signing below, I accept this proposal and agree to the Convergent CSP Terms and Conditions Version 1.08 dated October 2020 contained herein.

Customer Name

Date

Authorized Signature

Printed Name and Title

1. Throughout this CSP Proposal, the term, "Convergent" refers to the Convergent Technologies' affiliate operating in the state/province in which the work is being performed, specifically, "Convergent Technologies LLC" or "Convergent Technologies LTD".
2. This CSP Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the services set forth in the attached scope of work ("Services"). The signed CSP Proposal represents the entire agreement between Convergent and Customer (the "Agreement") and may only be amended by a written document signed by both Convergent and Customer.
3. The term of this Agreement will begin on the Services commencement date as specified in the attached scope of work ("Start Date") and continue for the period of time as specified in the attached scope of work ("Duration"). At the end of the Duration of this Agreement, the Agreement will renew automatically from year to year until terminated by either party with written notice to the other party thirty (30) days prior to the renewal date. If the customer chooses to cancel before the contract has expired, they will pay any cost incurred prior to cancellation as well as 50% of remaining contract balance. Convergent reserves the right to modify the annual CSP Program Cost with notice to Customer prior to the end of any term of this Agreement. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.
4. This Agreement assumes the systems covered are in maintainable condition. If repairs are found necessary upon initial inspection by Convergent, a separate proposal for repair will be submitted for approval. Should this separate proposal be declined, all non-maintainable items will be removed from this Agreement and the CSP Program Cost adjusted accordingly.
5. Customer agrees at no cost to Convergent:
 - a. To provide access to all areas of the facility for the equipment identified in and/or relating to the List of Covered Equipment (as specified in the attached scope of work);
 - b. To supply electrical service as required by Convergent; and
 - c. That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.
6. It is understood that repair, replacement and emergency service provisions apply only to the systems and equipment covered by this Agreement and identified in the List of Covered Equipment. Repair or replacement of non-maintainable parts of the systems such as, but not limited to, unit cabinets, insulating materials, electrical wiring, structural supports and other non-moving parts, is not included in this Agreement.
7. If UL Listed Monitoring is purchased, Customer shall be required to provide the account setup information contained in the Convergent Technologies Monitoring Service Agreement. Customer will also be required to execute the Convergent Technologies Monitoring Service Agreement prior to the implementation of monitoring service.
8. In the event that the systems, equipment or components included in the List of Covered Equipment are modified, repaired, have a peripheral device attached to them, or are adjusted (hardware or software) by someone other than a Convergent representative after the Start Date of this Agreement (hereinafter "Modification Event"), Convergent shall have the right to exercise any or all of the following options in response to this Modification Event:
 - a. Require that the Covered Equipment impacted by the Modification Event be subject to reacceptance testing by Convergent;
 - b. Require removal of the Covered Equipment impacted by the Modification Event from the List of Covered Equipment, so that the Services hereunder will not apply to such equipment;
 - c. Require termination of this Agreement upon thirty (30) days notice to Customer, at Convergent's option.
9. In the event that Convergent discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where such Services are to be performed, Convergent is entitled to stop providing its Services at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent, in its sole discretion, shall determine when it is "safe" to return to providing its Services at Customer's facility. Convergent shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility. Customer shall indemnify and hold harmless Convergent from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer's facility.
10. Neither Customer nor Convergent shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay, provided that the party experiencing the delay shall promptly give written notification to the other party within five (5) days after such party has learned of the Force Majeure event. A Force Majeure event shall include, but not be limited to: accident, fire, storm, water, flooding, negligence, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting. If performance by either party is delayed due to a Force Majeure event, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any Services required by Convergent due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.
11. This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Services are being performed. Customer acknowledges that applicable law or regulation may limit Customer's rights and impose obligations with respect to information or data obtained using software capable of obtaining what may in certain circumstances be characterized as biometric information (individually and collectively, the "Software") and agrees that Customer is solely responsible to ensure its own compliance with such laws or regulations. Customer shall completely indemnify, defend (including pay attorneys fees and disbursements), and hold harmless Convergent, its affiliates, and any employees, agents, contractors or representatives of any of the foregoing from and against any and all losses, liability, damages, penalties, expenses, claims, demands, actions, or causes of action, judgments (finally awarded) or

- settlements (individually and collectively, "Liabilities") arising from or related to any intentional or negligent acts or omissions of Customer or any of its agents, affiliates, employees, or representatives arising from or related to the Software, any hardware, software, or other services associated with the Software, or the use of any of the foregoing by or on behalf of Customer, including but not limited to those arising from or related to Customer's failure to comply with applicable laws or regulations related to its use of the Software or any hardware, software, or other services associated with the Software, including but not limited to the Customer's failure to obtain any necessary consents from affected individuals or provide any necessary disclosures or protections with respect to the information of such individuals under any applicable privacy or data security law, but excluding matters for which Convergent has agreed to indemnify Customer from and against third party claims for copyright and trade secret infringement under the terms of the End User License Agreement for the Software between Convergent and Customer. Notwithstanding the foregoing, Customer and Convergent agree that Liabilities suffered by a third party (other than an affiliate of Convergent) which are an element of loss subject to indemnification under this paragraph shall be deemed direct damages
12. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If Customer is overdue in its payment to Convergent, Convergent has the right to suspend performing the Services hereunder, and charge an interest rate of 1 and 1/2% percent per month, (or the maximum rate permitted by law), and may avail itself of any other legal or equitable remedy. Sales taxes, (and in Canada GST/PST) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer. Title to the Work, including any materials comprising the Work, shall pass to Customer as the Work is completed and the materials are incorporated into the Work at Customer's site. If materials are earlier stored on Customer's site pursuant to agreement between Customer and Convergent, title with respect to such materials shall pass to Customer upon delivery to Customer site.
 13. Any equipment or products installed by Convergent in the course of providing the Services hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergent hereby assigns to Customer without recourse to Convergent. Upon request by Customer, Convergent will use all reasonable efforts to assist Customer in enforcing any such third party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Convergent, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.
 14. Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, (including, but not limited to, reasonable attorney's fees), attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by: a) the negligent or willful acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site, or b) the malfunction of the equipment supplied by Convergent, or c) Convergent's breach of this Agreement.
- IN NO EVENT SHALL EITHER CONVERGENT OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CONVERGENT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONVERGENT.
- It is understood and agreed by the parties hereto that Convergent is or may be providing monitoring and or intrusion products which are designed to provide notification of certain events but are not intended to be guarantees or insurers against any acts for which they are supposed to monitor or inform. As required by the monitoring and intrusion industry and the manufacturers thereof, Convergent's indemnification obligation pursuant to Section 13 herein, does not apply to the extent the loss indemnified against is caused by any monitoring or intrusion product or software provided by but not manufactured by Convergent. Convergent shall have no liability to Customer for any losses to the extent such losses are caused by the monitoring or intrusion product or software. Customer shall indemnify, defend, and hold harmless Convergent, from and against all claims, lawsuits, damages, losses and expenses by persons not a party to this Agreement, but only to the extent caused by such monitoring or intrusion product or software provided by but not manufactured by Convergent.
15. Convergent shall have the following insurance coverage during the term of this Agreement, and shall provide certificates of insurance to the Customer prior to beginning work hereunder:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence /aggregate
Commercial General Liability	\$1,000,000 per occurrence
	\$2,000,000 general aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	\$4,000,000 per occurrence/aggregate

All insurance policies carried by Convergent hereunder shall be primary to and noncontributory with the insurance afforded to Customer, and shall name the Customer as "additional insured", with respect to liability arising out of work performed by Convergent, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent, pursuant to the terms of this Agreement. Convergent shall provide to the Customer no less than thirty (30) days notice prior to the termination or cancellation of any such insurance policy.
 16. In the event of any dispute between Convergent and Customer, Convergent and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, then the dispute shall be subject to and decided by mediation or arbitration. Such mediation or arbitration shall be conducted in accordance with the Construction Industry Mediation or Arbitration Rules of the American Arbitration Association currently in effect and shall be a final binding resolution of the issues presented between the parties.
 17. Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Convergent may assign this Agreement to any of its parents, subsidiary or affiliated companies or any entity majority owned by Convergent.
 18. Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown. All notices shall be effective upon receipt by the party to whom the notice was sent.
 19. A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer or Convergent and delivered to the non-waiving party according to the notice provision herein. No waiver by Customer or Convergent shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.
 20. Sections regarding invoicing, warranty and indemnity shall survive the termination of this Agreement

November 10, 2025

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

Subject: J. Warren Killam Elementary School Project Management – Modulease Contract Change Order #1

Dear Mr. Kraunelis:

Colliers Project Leaders has reviewed and based on the recommendation from the Town of Reading, we are recommending the approval of Modulease Change Order #1 to the J. Warren Killam Elementary School project.

Modulease PCO #1 is for installing additional Fence and guardrail along the raised crushed stone pad and retaining wall. This Change Order will add **\$2,499.00** to Modulease's Contract for the relocation of the two modular classrooms from the J. Warren Killam Elementary School site to the High School site at Oakland Road for an adjusted total of *Seven Hundred sixteen Thousand Eight Hundred 00/100 Dollars (\$716,899.00)*. (ProPay Code: 0603-0000)

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

Sincerely,



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

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

Change Order Letter of Recommendation

Date: 8/18/2025
To: Joseph Huggins
From: Geoff Rogers
Project: Killam Modular Relocation

Proj #: 682.29

Gienapp Architects has reviewed **PCO #001** in the amount of **\$2,499** for installing additional fence and guardrail along the raised crushed stone pad and retaining wall. Our findings are below:

- (1) This change does not involve a substitution of materials, fixtures, or equipment.
- (2) This change is a result of the desire to provide additional safety precautions to deter access to the area above the retaining wall and behind the modular unit.
- (3) All applicable credits to the Owner have been included.
- (4) The description of the work is accurate.
- (5) The Designer has examined the Contractor's Proposal and finds the cost to be reasonable and mathematically correct.
- (6) The Contractor did not request additional time for the work.
- (7) The work is not being performed under protest.
- (8) There are no other CCDs applicable to this change.

Therefore, we recommend approval of PCO #001

Sincerely,



Geoff Rogers
Gienapp Architects, LLC



CHANGE ORDER FORM

20 Conant Street
Danvers, MA 01923

978.750.9062
gienapparchitects.com



PROJECT: Killam Modular Relocation
(Name and address) Building Relocation
Site #1: 33 Charles Street, Reading,
MA 01867
Site #2: 62 Oakland Road, Reading,
MA 01867
TO Modulease
CONTRACTOR: PO Box 932
(Name and address) North Attleboro, MA 02761

CHANGE ORDER NO.: 1

DATE: 8/18/2025

ARCHITECTS 682.29
PROJECT NO:

CONTRACT DATED: 6/11/2025

CONTRACT FOR: Building Relocation

Distribute to:

Owner ☒

Architect ☒

Contractor ☒

Field ☒

Other ☐

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

PCO #	PR #	Description	PCO Amount
001	01	Fence and guardrail	\$2,499.00 CO #: 1
			<u>\$2,499.00</u>

The original Contract Sum was: \$714,400.00

The net change by previously authorized Change Orders: \$0.00

The Contract Sum prior to this Change Order was: \$714,400.00

The Contract Sum will be increased by this Change Order in the amount of: \$2,499.00

The new Contract Sum including this Change Order will be: \$716,899.00

The Contract Time will be increased by 0 days.

The date of Substantial Completion as of the date of this Change Order therefore is: 0 days.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR, AND OWNER.

Gienapp Architects
ARCHITECT

Town of Reading
CONTRACTOR

Modulease
OWNER

20 Conant Street
Address

16 Lowell Street
Address

PO Box 932
Address

Danvers, MA 01923

Reading, MA 01867

North Attleboro, MA 02761

By

8/18/2025

Date

By

Date

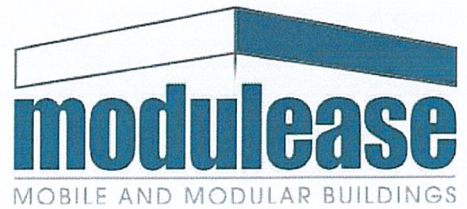
By

8/19/25

Date

Attachments:

PCO #001, PR #01



CHANGE ORDER

Project:

Killam Relocation
Town of Reading
16 Lowell Street
Reading MA

Change Order #: 001

Date: 8/15/2025

Contractor:

Modulease
PO Box 932
North Attleboro, MA02761

The Contract is changed as follows:

#	Description	Amount
1	PR#1 – fence and guardrail	\$ 2,380.00
	Overhead and Profit (5%)	\$ 119.00
	Total	\$ 2,499.00

Original Contract Sum	\$ 714,400.00
Net changes by Previous Change Order	\$ 0.00
Contract Amount Prior to this Change Order	\$ 714,400.00
Net Value of this Change Order	\$ 2,499.00
Revised Contract Sum	\$ 716,899.00

Architect

By (Signature)

(Printed Name)

Date

Modulease

Contractor

PO Box 932

Mark Gaboury

By (Signature)

Mark Gaboury

(Printed Name)

05/31/2022

Date

Owner

By (Signature)

(Printed Name)

Date

Sent by Zach Downing on Aug 10, 2025

Sent



Emerald Design Build

435 Lancaster St Suite 360 • Leominster, MA 01453-4397 • Phone: (978) 870-8712
Architecture | Interiors | Construction

Mark Gaboury
Cell: +15083260546

Job Address:
62 Oakland Road
Reading, MA 01867

Print Date: 8-10-2025

Fence and guardrail

Change Order ID: **C25019-0005**

Items	Description	Cost Type	Qty/Unit	Unit Price	Price
Fence and Guardrail	- 4' wide fence on East side of building - 3' wide fence on West side of building - 10' long guardrail to match deck railings		1	\$2,380.00	\$2,380.00
06 10 53 - Misc. Rough Carpentry	Material: \$380.00 Labor: (20) hours @ \$100/hr Carpenter				

Total Price: \$2,380.00

I confirm that my action here represents my electronic signature and is binding.

Required clients

Mark Gaboury

PROPOSAL REQUEST

20 Conant Street | 978.750.9062
Danvers, MA 01925 | gienapparchitects.com



PROJECT:
(Name and address)
Killam Modular Relocation
Site #1: 33 Charles Street,
Reading, MA 01867
Site #2: 62 Oakland Road,

**AWARDING
AUTHORITY:**
(Name and address)
Town of Reading
16 Lowell Street
Reading, MA 01867

TO CONTRACTOR: Modulease
(Name and address)
PO Box 932
North Attleboro, MA 02761

PROPOSAL REQUEST NO.: 01

DATE OF ISSUANCE: 8/5/2025

CONTRACT FOR: Building Relocation

CONTRACT DATED: 6/11/2025

ARCHITECT'S PROJECT NO.: 682.29

ARCHITECT: Gienapp Design Associates, LLC

Distribute to:

Owner ☒

Architect ☒

Contractor ☒

Field ☒

Other ☐

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within 14 days, or notify the Architect in writing of the date on which you anticipate submitting your proposal. THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

DESCRIPTION:
(Insert a written description of the Work.)

Description Condensed: Fencing & Railing at Retaining Wall

Please provide pricing to add two sections of stockade fencing, approximately 3'-0" to 4'-0" in length and 6'-0" in height from the rear corners of the modular unit out to the top of the retaining wall. Fencing should be securely attached to the modular unit and to the top of the retaining wall and braced to prevent movement.

In addition, please provide separate pricing to add additional guardrail sections to match the deck at the west end of the modular and along the top of the retaining wall. Guardrail should be securely attached to the retaining wall and the stockade fencing, and braced to prevent movement.

ATTACHMENTS:
(List attached documents that support description.)

Drawing C-1 with markups

CC: Joe Huggins, TOR; Kevin Cabuzzi, TOR

REQUESTED BY:

(Signature)

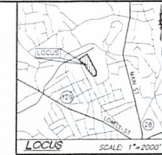
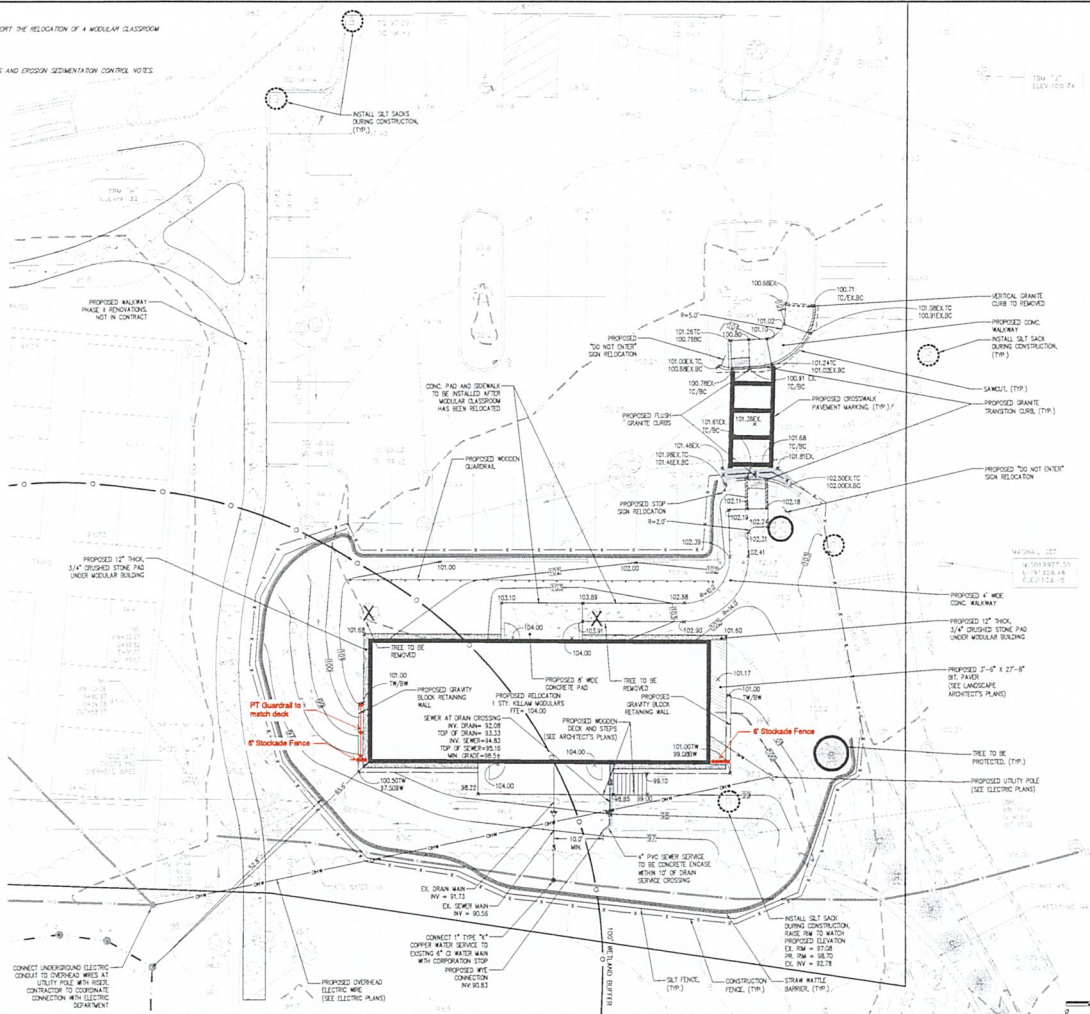
Gienapp Design Associates

PLAN INTENT

THE PURPOSE OF THIS PLAN IS TO SUPPORT THE RELOCATION OF A MODULAR CLASSROOM BUILDING TO THE SITE.

NOTE

SEE SHEET 2 OF 3 FOR SITE PLAN NOTES AND CROSS-SECTION/CONTROL NOTES.



PERMIT SITE PLAN

62 Oakland Street
Reading, Massachusetts 01867

ASSEMBLERS

MAP 33

LOT 57

REFERENCES

Dood Book 5476, Page 185

RECORD OWNER

TOWN OF READING

PREPARED FOR

Gienapp
Architects, LLC

20 Cornett Street
Danvers, Massachusetts 01923

HANCOCK ASSOCIATES

Civil Engineers

Land Surveyors

Wetland Scientists

185 CENTRE STREET, DANVERS, MA 01923
VOICE: (978) 777-3252 FAX: (978) 774-7818
WWW.HANCOCKASSOCIATES.COM



NO.	BY	DATE	DESCRIPTION
1	AS	10/21/2010	ISSUED FOR PERMIT
2	AS	10/21/2010	ISSUED FOR PERMIT

SITE PLAN

AS SHOWN ON SHEET 1 OF 3
DATE: 10/21/2010
DRAWN BY: J. G. G.

CIVIL ENGINEER AND LAND SURVEYOR
LAYOUT: SP
SHEET: 1 OF 3

PROJECT NO. 28302

C1

Colliers
Project Leaders

CD	Bid	Construction	Close out
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Friday, November 7, 2025

2026												2027												2028											
May	June	July	August	September	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December				
Summer												Summer												Summer											
05/23/25 to 04/08/26																																			
05/23/25 to 08/08/26																																			
08/19/25 to 03/30/26																																			
03/17/26 to												03/17/26 to 11/16/28																							
												05/14/26 to 12/16/27												03/03/28 to 11/16/28											
																								04/01/28 to 06/29/29											

[illegible][illegible]

Escalation:	4.0%	4.0%	4.0%	4.0%	4.0%	
<u>2025 rates</u>	<u>2026 rates</u>	<u>2027 rates</u>	<u>2028 rates</u>	<u>2029 rates</u>	<u>2030 rates</u>	
\$70.00	\$72.80	\$75.71	\$78.74	\$81.89	\$85.17	
Total Fees by Year						
<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>	<u>Totals</u>
\$2,380	\$108,909	\$154,448	\$147,244	\$0	\$0	\$412,981
\$ 2,380	\$108,909	\$154,448	\$147,244	\$ -	\$ -	\$412,981

OPM Fee Calculation Worksheet

Colors to use in representing the schedule timeline

CD	Bid	Construction	Close out
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Town of Reading, MA
Fees for Facilities Support Services

Friday, November 7, 2025

Option 1 No Escalation

Option 1 No Escalation												2026												2027												2028											
												May	June	July	August	September	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December				
Killam Elementary School												Summer												Summer												Summer											
6	Module 6 - Detailed Design											05/23/25 to 04/08/26																																			
	Design Development											05/23/25 to 08/08/25																																			
	Construction Documents											08/19/25 to 03/30/26																																			
7	Module 7 - Construction											03/17/26 to 11/16/28																																			
	Bidding											03/17/26 to 05/14/26																																			
	Construction - Building (Phase 1)											05/14/26 to 12/16/27																																			
	Construction - Demo & Site (Phase 2)																																			03/03/28 to 11/16/28											
8	Module 8 - Closeout																																			04/01/28 to 06/29/29											

Fees for Services												Totals												Staffing Equivalency per Month (FTE)																							
Clerk of the works																								20%	20%	20%	20%	40%	80%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%

Hours of Service		Totals		Monthly Hours Associated with Staffing Levels																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																
	Clerk of the works	5,440	0	0	0	0	0	0	0	34	34	34	34	68	136	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	17

FEE CALC BY MONTH		Totals														2026												2027												2028																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																															
Monthly Forecast	380,800	0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0	</

<u>2025 rates</u>	<u>2026 rates</u>	<u>2027 rates</u>	<u>2028 rates</u>	<u>2029 rates</u>	<u>2030 rates</u>	
\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	
<i>Total Fees by Year</i>						
<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>	<u>Totals</u>
\$2,380	\$104,720	\$142,800	\$130,900	\$0	\$0	\$380,800
\$ 2,380	\$ 104,720	\$ 142,800	\$ 130,900	\$ -	\$ -	\$380,800

Colliers
Project Leaders

CD	Bid	Construction	Close out
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Friday, November 7, 2025

2026												2027												2028											
May	June	July	August	September	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December				
Summer												Summer												Summer											
05/23/25 to 04/08/26																																			
05/23/25 to 08/08/26																																			
08/19/25 to 03/30/26																																			
03/17/26 to												03/17/26 to 11/16/28																							
												05/14/26 to 12/16/27												03/03/28 to 11/16/28											
																								04/01/28 to 06/29/29											

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Clerk of the works	1,921	0	0	0	0	0	0	0	0	0	0	0	34	34	85	85	85	68	68	68	68	68	68	68	68	68	68	68	170	170	170	68	0	0	0	0	0	0	0	0	0
Total Hours	1,921	0	0	0	0	0	0	0	0	0	0	0	34	34	85	85	85	68	68	68	68	68	68	68	68	68	68	68	170	170	170	68	0	0	0	0	0	0	0	0	0

Escalation:	4.0%	4.0%	4.0%	4.0%	4.0%
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<u>2025 rates</u>	<u>2026 rates</u>	<u>2027 rates</u>	<u>2028 rates</u>	<u>2029 rates</u>	<u>2030 rates</u>
\$70.00	\$72.80	\$75.71	\$78.74	\$81.89	\$85.17

<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>	<u>Totals</u>
\$0	\$43,316	\$69,502	\$32,126	\$0	\$0	\$144,944
\$ -	\$ 43,316	\$ 69,502	\$ 32,126	\$ -	\$ -	\$144,944

Colliers
Project Leaders

CD	Bid	Construction	Close out
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Friday, November 7, 2025

2026												2027												2028											
May	June	July	August	September	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December				
Summer												Summer												Summer											
05/23/25 to 04/08/26																																			
05/23/25 to 08/08/26																																			
08/19/25 to 03/30/26																																			
03/17/26 to												03/17/26 to 11/16/28																							
												05/14/26 to 12/16/27																							
																								03/03/28 to 11/16/28											
																								04/01/28 to 06/29/29											

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<u>2025 rates</u>	<u>2026 rates</u>	<u>2027 rates</u>	<u>2028 rates</u>	<u>2029 rates</u>	<u>2030 rates</u>
\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00

Total Fees by Year

2025	2026	2027	2028	2029	2030	Totals
\$0	\$41,650	\$57,120	\$52,360	\$0	\$0	\$151,130
\$ -	\$ 41,650	\$ 57,120	\$ 52,360	\$ -	\$ -	\$151,130

November 04, 2025

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

**Subject: J Warren Killam Elementary School Designer Services
Invoice # 22654**

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 #22654 for Lavallee Brensinger Architects, for the Month of September 2025. The total recommended Payment is \$ 614,658.81

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

Invoice Number	Task	Request This Period	ProPay Code
22654	Construction Documents	\$501,375.00	0201-0500
22654	Geothermal Add Services	\$69,785.00	0003-0000
22654	Hazardous Materials	\$19,800.00	0204-0200
22654	Geotechnical	\$617.76	0204-0300
22654	Geoenvironmental	\$10,450.00	0204-0300
22654	Other Reimbursables	\$806.05	0203-9900
22654	Compliance Energy Modeling	\$9,900.00	0203-9900
22654	Tree Removal and Protection	\$1,925.00	0203-9900

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

Sincerely,

A handwritten signature in black ink, which appears to read "Justin Ferdenzi". The signature is fluid and cursive.

Justin Ferdenzi,
Project Manager

Justin.ferdenzi@collierseng.com

Attachments:

2025 09 LBA Inv#22654

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

October 8, 2025
Project No: 23-106-00
Invoice No: 22654
Customer PO # 23004647-001

Invoice Total: \$614,658.81

Project 23-106-00 Reading Killam Elementary School

Professional Services from September 1, 2025 to September 30, 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	1,887,500.00
			Current Fee Billing	0.00
			Total Fee	0.00
			Total this Phase	0.00
Phase	004	Construction Documents - 0201-0500		
Fee				

Project	23-106-00	Reading Killam Elementary School	Invoice	22654
Total Fee		3,342,500.00		
Percent Complete		15.00	Total Earned	501,375.00
			Previous Fee Billing	0.00
			Current Fee Billing	501,375.00
			Total Fee	501,375.00
			Total this Phase	\$501,375.00
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	\$501,375.00
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	22654
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	22654
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	22654
Percent Complete		100.00	Total Earned		72,810.00	
			Previous Fee Billing		3,025.00	
			Current Fee Billing		69,785.00	
			Total Fee			69,785.00
					Total this Phase	\$69,785.00

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	11.465	19,800.00	0.00	19,800.00
Geotechnical - 0204-0300		148,038.00	4.2366	6,271.76	5,654.00	617.76
Geoenvironmental - 0204-0300		70,670.00	14.787	10,450.00	0.00	10,450.00
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	11,000.00	0.00
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	5,775.00	0.00
Reimbursables - 0203-9900		22,000.00	11.9398	2,626.75	1,820.70	806.05
Total Fee		443,658.00		56,308.51	24,634.70	31,673.81
			Total Fee			31,673.81
					Total this Phase	\$31,673.81

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	38.5714	29,700.00	19,800.00	9,900.00
Tree Removal and Protection 0203-9900		7,700.00	25.00	1,925.00	0.00	1,925.00
Total Fee		194,150.00		31,625.00	19,800.00	11,825.00
			Total Fee			11,825.00
					Total this Phase	\$11,825.00

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	22654
Total Fee				0.00
Total this Phase				0.00
Total this Task				\$113,283.81
Total this Invoice				\$614,658.81

Project Outstanding Invoices

Invoice Number	Invoice Date	Balance Due
22499	9/12/2025	484,745.00
Total		484,745.00

	Current	Prior	Total
Billings to Date	614,658.81	3,490,783.54	4,105,442.35

[Your mission inspires us. Our creativity and knowledge empower you. Together we achieve excellence.](#)

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

INVOICE #12871

September 9, 2025

Accounts Payable
Lavallee Brensinger Architects
155 Dow Street, Suite 400
Manchester, NH 03101

Reference: **Hazardous Materials Consulting Services**
 Killam School, Reading, MA
 LBA Project Number: 23-106-00

Professional Services:

Task I:

Lump Sum Fee	\$ 6,500.00
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INVOICE #12892

September 16, 2025

Accounts Payable
Lavallee Brensinger Architects
155 Dow Street, Suite 400
Manchester, NH 03101

Reference: **Hazardous Materials Consulting Services**
Killam School, Reading, MA
LBA Project Number: 23-106-00

Professional Services:

Task II:

Lump Sum Fee \$ 11,500.00



LGCI

Lahlaf Geotechnical Consulting, Inc.
100 Chelmsford Road
Suite 2
Billerica, MA 01862
Phone: (978) 330-5912
Fax: (978) 330-5056
E-mail: LGCI@LGCinc.net

Bill To

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

Approved As Is
by Jenni Katajamaki
on 10/1/2025 at 10:16 AM

Invoice

Invoice No.:	2412-04
Invoice for Period Ending:	08/31/2025
Date:	9/26/2025

Terms	Client No.	Project Name	Project Number	Location	
Due on receipt	2090	Prop. J Warren Killam Elem. Sc	2412	Reading, MA	
Description			Qty	Rate	Amount
Services Performed June 31, 2025 through August 31, 2025 LGCI Proposal No. 25057 \$126,240.00 Amount Previously Billed \$ 5,140.00 Current LGCI Invoice No. 2412-04 \$ 561.60 Total Billed to Date \$5,701.60 Balance Remaining from Budget \$120,538.40 Task 8.3 Consultation Senior Geotechnical Engineer - Consultation <					

Balance Due	\$561.60
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Invoice

CDW CONSULTANTS, INC.
Terms: Due upon Receipt; (508) 875-2657
Remit: 4 California Avenue, Suite 301
Framingham, MA 01701



LAVALLEE BRENSINGER ARCHITECTS
99 BEDFORD STREET SUITE 501
BOSTON, MA 02111

September 16, 2025
Project No: 02225.00
Invoice No: 0000001

Project 02225.00 LBA - GEOENVIRO DESIGN DEV CONST/ADMIN

Professional Services from August 3, 2025 to August 31, 2025

Task 00001 DESIGN DEVELOPMENT SUPPORT

Fee

Total Fee	9,000.00		
Percent Complete	80.00	Total Earned	7,200.00
		Previous Fee Billing	0.00
		Current Fee Billing	7,200.00
		Total Fee	7,200.00
		Total this Task	\$7,200.00

Task 00002 CONSTRUCTION DOCS/CONSTRUCTION ADMIN

Fee

Total Fee	9,200.00		
Percent Complete	25.00	Total Earned	2,300.00
		Previous Fee Billing	0.00
		Current Fee Billing	2,300.00
		Total Fee	2,300.00
		Total this Task	\$2,300.00

Total this Invoice \$9,500.00

FROM: READING POLICE DEPARTMENT
15 UNION STREET
READING, MA 01867

Approved As Noted
by Jenni Katajamaki
on 10/2/2025 at 12:46 PM

09/22/25

D1194

Reimbursable - Phase 014,
Billing Phase 0203-9900

TO: LAVALLE BRENSINGER
99 BEDFORD STREET
SUITE 501
BOSTON, MA 02111

*** DETAIL INVOICE ***

date	inv#	hours	officer	total	paid	bal
09/10/25	72535	8.00	96 OFF. PEOPLES	732.77		732.77
	@ \$ 91.5963 /hr		CHARLES @ BOSWELL			
					TOTAL:	732.77



Approved As Is
by Jenni Katajamaki
on 10/1/2025 at 10:17 AM

REQUEST FOR PAYMENT

To: **Lavallee | Brensinger Architects**
Purchasing Department
155 Dow Street; Suite 400
Manchester, NH 03101
Attn. Jenni Katajamaki

Project Name: **Killam Elementary School**
Contract Number:
Purchase Number: **LBA PO # 23-106-00**
Contract Date: 12/06/2023; 05/28/2025
Terraink Number: 24001
Invoice Number: **2161**

From: **Terraink, Incorporated**
7 Central Street
Suite 150
Arlington, MA 02476
Phone: 781-316-1595
Email: admin@terraink.com

BILLING PERIOD: 31 Aug 2025 through 30 Sept 2025

FIXED FEE CONTRACT

Task	Description	Contract Amount	Previous Billing Against Contract	Current Invoice Amount	Total Billing Against Contract	Percent Complete	Remaining Balance On Contract	Current Invoice Payout
1	Feasibility Phase	\$ 10,000.00	10,000.00	-	10,000.00	100%	-	-
2	Schematic Design Phase	\$ 15,000.00	15,000.00	-	15,000.00	100%	-	-
3	Permitting and Town Regulations Phase; Sept 2025 percentage based billing (100%)	\$ 13,000.00	9,750.00	3,250.00	13,000.00	100%	-	3,250.00
4	Design Development Phase; Sept 2025 percentage based billing (100%)	\$ 80,000.00	60,000.00	20,000.00	80,000.00	100%	-	20,000.00
5	Early Site Package and Enabling Package; Standalone Document; Sept 2025 percentage based billing (25%)	\$ 50,000.00	-	12,500.00	12,500.00	25%	37,500.00	12,500.00
6	Construction Document Phase; Sept 2025 percentage based billing (15%)	\$ 50,000.00	-	7,500.00	7,500.00	15%	42,500.00	7,500.00
7	Bidding Phase	\$ 5,000.00	-	-	-		5,000.00	-
8	Construction Administration Phase	\$ 40,000.00	-	-	-		40,000.00	-
9	Project Close Out Phase	\$ 4,000.00	-	-	-		4,000.00	-
10	Add Service: Tree Protection & Removal Plan; 08/13/2025 NTP Email	\$ 7,000.00	-	1,750.00	1,750.00	25%	5,250.00	1,750.00
11	Add Service: Arborist + TI Mgt Fee	\$ -	-	-	-		-	-
TOTALS		\$ 274,000.00	94,750.00	45,000.00	139,750.00	18%	134,250.00	45,000.00

Tree Removal &
Protection 0203-9900

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

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

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: 420 Montgomery Street
San Francisco, CA 94104

Routing Number: 121000248
Accout #: 2000039485775
Account Name:
Swift: WFBIOUS6S

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 August
\$9,000 - billed this month

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

November 04, 2025

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

Subject: J Warren Killam Elementary School Project Management Services
Invoice #0001101071

Dear Mr. Kraunelis:

Attached please find Colliers Project Leaders (CPL) invoice #0001101071, in the amount of \$30,765.00 for Owner Project Manager services as authorized in Contract for the J Warren Killam Elementary School Project, during the month of September 2025.

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

- Prepare and attend in person School Building Committee meeting.
- Attend and prepared agendas for XLT Meetings.
- Attend Communications group meetings.
- Attend Design meetings
- Review Architect invoice
- Review Architect Amendment #19 & #20
- Prepare and coordinate DD phase MSBA review comments
- Review of Geothermal test well report
- Modular relocation invoices and commitment review
- Developed code review, tax consultant and materials testing RFPs.

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 09 Colliers Invoice #1101071

ProPay Code:
\$30,765.00: 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 : 0001101071
Invoice Date : 10/5/2025

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

For Professional Services Rendered Through 9/30/2025

	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	91,314.25	63.47	158,685.75	127,920.75	30,765.00
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	4,186,883.25	10.56	494,185.75	463,420.75	30,765.00

Current Billings 30,765.00
Amount Due This Bill 30,765.00

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

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

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

PM04 - Design Development

Labor			
Rate Labor			
Class	Hours	Rate	Amount
Assistant Proiect Manager	30.00	190.0000	5,700.00
MEP/Tech Support	4.00	250.0000	1,000.00
Proiect Director	30.25	340.0000	10,285.00
Senior Proiect Manager	52.00	265.0000	13,780.00
Total Rate Labor			30,765.00
Total Labor			30,765.00
Total Bill Task: PM04 - Design Development			30,765.00

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

30,765.00

November 04, 2025

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

Subject: J Warren Killam Elementary School – Comm-Tract Crop
Invoice #3425031

Dear Mr. Kraunelis,

Colliers Project Leaders, the Owner's Project Manager, has reviewed the attached, Comm-Tract Crop, invoice #3425031, and recommend payment of \$14,129.48 for fiber optic repair 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
3425031	Modular Relocation – Fiber Optic Repair	\$14,129.48	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: Comm-Tract Crop Invoice #3425031

\$14,129.48 - ProPay Code: 0603-0000



Comm-Tract Corp

235 Summer Road #4
Boxborough, MA 01719

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

Invoice # 3425031
Date 8/28/2025
P.O. No.
Terms Net 30

Description:	Amount
Labor	9,880.00
Materials	3,299.48
Equipment	950.00

Responded to reported fiber optic network outage at the Reading HS on 7/16/25. 2 damaged fiber optic cables (66 count and 24 count) near the Tennis Courts. Ran 1000ft of new fiber optic cable. Fusion butt spliced 90 fibers at both ends of newly placed fiber optic cable segment. Confirmed restoration of network services.

Subtotal	\$14,129.48
Sales Tax (6.25%)	\$0.00
Total Due	\$14,129.48

November 04, 2025

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

Subject: J Warren Killam Elementary School – Partners Technology
Invoice #112283

Dear Mr. Kraunelis,

Colliers Project Leaders, the Owner's Project Manager, has reviewed the attached, Partners Technology, invoice #112283, and recommend payment of \$2,270.88 for fiber optic repair 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
112283	Modular Relocation – Audio	\$2,270.88	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: Partners Technology Invoice #112283

\$2,270.88 - ProPay Code: 0603-0000



Partners Technology
471 Page Street
Unit 6
Stoughton, MA 02072
(781) 930-5000

Date	Invoice
10/29/2025	112283
Account	
Reading Public Schools - High School	

Bill To:
Reading Public Schools - High School Attn: Julian Carr 82 Oakland Road Reading, MA 01867 United States

Ship To
Reading Public Schools - High School Attn: Julian Carr 82 Oakland Road Reading, MA 01867 United States

Terms	Due Date	PO Number	Reference	
Net 30 days	11/28/2025			

Service Request Number		80181			
Summary		Order #918: Quote #001584 Trailers Paging-Rev1 Analog			
Billing Method		Actual Rates			
Resolution		Thu 9/4/2025/1:00 PM UTC-04/ Joe Motekaitis (time)- Could not test modular classrooms on initial visit since VE8001A Page Zone Extender could not be added for Network connection was not available. Arrived on site, checked all connections on Page Zone Extender and SM120 Amp, made sure everything was powered on. After initial troubleshooting, found wire connection to speaker was faulty. Adjusted Volume levels on Master and Aux, Tested Page. OK Partners did not install wiring			
Company Name		Reading Public Schools - High School			
Contact Name		Julian Carr			
Services		Work Type	Hours	Rate	Amount
Non-Billable Services					
Install Labor		Message-Email to Client	4.00	0.00	\$0.00
Service Labor		Message-Email to Client	2.35	0.00	\$0.00
			Total Services:		\$0.00
Products & Other Charges			Quantity	Price	Amount
Billable Products & Other Charges					
SM120: Rack-Mount 120 Watt Amplifier			1.00	\$846.60	\$846.60
VE8001AR: VE8001AR - Enhanced IP Audio Port - Rack Mount			1.00	\$514.28	\$514.28
FIRST HOUR - LABOR - STATE CONTRACT: FIRST HOUR - LABOR - STATE CONTRACT			1.00	\$140.00	\$140.00
STATE CONTRACT-LABOR: STATE CONTRACT-LABOR			7.00	\$110.00	\$770.00

		Total Products & Other Charges:	\$2,270.88
Make checks payable to Partners Technology	Invoice Subtotal:	\$2,270.88	
	Sales Tax:	\$0.00	
	Invoice Total:	\$2,270.88	
	Payments:	\$0.00	
	Credits:	\$0.00	
	Balance Due:	\$2,270.88	

November 06, 2025

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

Subject: J Warren Killam Elementary School Designer Services
Invoice # 22803

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 #22803 for Lavallee Brensinger Architects, for the Month of October 2025. The total recommended Payment is \$575,480.90

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

Invoice Number	Task	Request This Period	ProPay Code
22803	Construction Documents	\$501,375.00	0201-0500
22803	Traffic Engineer	\$25,018.40	0204-1200
22803	Compliance Energy Modeling	\$28,600.00	0203-9900
22803	Tree Removal and Protection	\$1,925.00	0203-9900
22803	Supplemental Survey - Charles & Haverhill Streets	\$18,562.50	0204-0400

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 10 LBA Inv#22803

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

November 5, 2025
Project No: 23-106-00
Invoice No: 22803
Customer PO # 23004647-001

Invoice Total: \$575,480.90

Project 23-106-00 Reading Killam Elementary School

Professional Services from October 1, 2025 to October 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	1,887,500.00
			Current Fee Billing	0.00
			Total Fee	0.00
			Total this Phase	0.00
Phase	004	Construction Documents - 0201-0500		
Fee				

Project	23-106-00	Reading Killam Elementary School	Invoice	22803
Total Fee		3,342,500.00		
Percent Complete		30.00	Total Earned	1,002,750.00
			Previous Fee Billing	501,375.00
			Current Fee Billing	501,375.00
			Total Fee	501,375.00
			Total this Phase	\$501,375.00
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	\$501,375.00
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	22803
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	22803
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	22803
Percent Complete		100.00	Total Earned		72,810.00	
			Previous Fee Billing		72,810.00	
			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	11.465	19,800.00	19,800.00	0.00
Geotechnical - 0204-0300		148,038.00	4.2366	6,271.76	6,271.76	0.00
Geoenvironmental - 0204-0300		70,670.00	14.787	10,450.00	10,450.00	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	11,000.00	0.00
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	5,775.00	0.00
Reimbursables - 0203-9900		22,000.00	11.9398	2,626.75	2,626.75	0.00
Total Fee		443,658.00		56,308.51	56,308.51	0.00
			Total Fee			0.00
			Total this Phase		0.00	
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 0204-1200		109,450.00	22.8583	25,018.40	0.00	25,018.40
Compliance Energy Modeling 0203-9900		77,000.00	75.7143	58,300.00	29,700.00	28,600.00
Tree Removal and Protection 0203-9900		7,700.00	50.00	3,850.00	1,925.00	1,925.00
Total Fee		194,150.00		87,168.40	31,625.00	55,543.40
			Total Fee			55,543.40
			Total this Phase		\$55,543.40	
Phase	016	Amendment # 18 - Additional Survey Services - 0204-0400				
Fee						
Total Fee		24,750.00				
Percent Complete		75.00	Total Earned		18,562.50	
			Previous Fee Billing		0.00	
			Current Fee Billing		18,562.50	
			Total Fee			18,562.50

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

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: Wells Fargo Routing Number: 121000248
420 Montgomery Account #: 2000039485775
Street Account Name: Thornton Tomasetti, Inc.
San Francisco, CA Swift: WFBUS6S
94104

Approved As Is
by Jenni Katajamaki
on 10/21/2025 at 10:21 AM

INVOICE

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

Invoice Date: Wednesday, October 15, 2025
Payment Terms: Net 30 Days
Project No: P23264_00
Invoice No: ARIV0025384

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

For professional services through Friday, October 10, 2025

Progress detail

Phase	Fee	Percent complete	Previous billing	Current billing	Remaining contract
Killam Elementary School - SD					
9300 FS-SD	25,000.00	100.00%	25,000.00	0.00	0.00
Design Assistance Energy Modeling ASR	25,000.00	80.00%	15,000.00	5,000.00	5,000.00
TEDI ASR	25,000.00	80.00%	15,000.00	5,000.00	5,000.00
Backstop ASR	30,000.00	75.00%	15,000.00	7,500.00	7,500.00
LEED Model	15,000.00	70.00%	6,000.00	4,500.00	4,500.00
Subtotal	120,000.00	81.67%	76,000.00	22,000.00	22,000.00

Subtotal 22,000.00

Compliance Energy Modeling =\$17,000

Invoice subtotal 22,000.00
0.00

Total this Invoice 22,000.00
Currency USD

Thornton Tomasetti

Thornton Tomasetti, Inc.

120 Broadway
New York, NY 10271
USA

Can you please verify that the fees are accurate and let me know which tasks and phases I should apply them to? - NMD 07/09/25

Approved As Noted
by Jenni Katajamaki
on 7/29/2025 at 2:01 PM

Routing Number: 121000248
Account #: 2000039485775
Account Name: Thornton Tomasetti, Inc.
Swift: WFBUS6S
Bank:

420 Montgomery Street San Francisco, CA 94104 USA

Federal Tax ID: 13-1251070

Please send remittance advice to:

P.O. Box 781187 Philadelphia, PA 19178-1187 USA

INVOICE

accountsreceivable@thorntontomasetti.com

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

Invoice Date: Friday, June 27, 2025
Payment Terms: Net 30 Days
Project No: P23264_00
Invoice No: ARIV0017470

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

For professional services through Friday, June 27, 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	18.00%	0.00	4,500.00	20,500.00
TEDI ASR	25,000.00	18.00%	0.00	4,500.00	20,500.00
Backstop ASR	30,000.00	15.00%	0.00	4,500.00	25,500.00
Subtotal	105,000.00	36.67%	25,000.00	13,500.00	66,500.00
				Subtotal	13,500.00

Invoice subtotal 13,500.00
0.00

Total this Invoice 13,500.00
Currency USD

Compliance Energy Modeling = \$9,000

Office: 14 York Street, Suite 201 Portland, ME 04101 USA
207.245.6060

Please do not accept any changes to TT's banking information without verifying. Our banking information has not changed. If our banking information were to change, it would be preceded by advance notice and will accompany your invoice or contract.



Approved As Is
by Jenni Katajamaki
on 11/3/2025 at 12:06 PM

REQUEST FOR PAYMENT

To: **Lavallee | Brensinger Architects**
Purchasing Department
155 Dow Street; Suite 400
Manchester, NH 03101
Attn. Jenni Katajamaki

Project Name: **Killam Elementary School**
Contract Number:
Purchase Number: **LBA PO # 23-106-00**
Contract Date: 12/06/2023; 05/28/2025
Terraink Number: 24001
Invoice Number: **2176**

From: **Terraink, Incorporated**
7 Central Street
Suite 150
Arlington, MA 02476
Phone: 781-316-1595
Email: admin@terraink.com

BILLING PERIOD: 01 Oct 2025 through 31 Oct 2025

FIXED FEE CONTRACT

Task	Description	Contract Amount	Previous Billing Against Contract	Current Invoice Amount	Total Billing Against Contract	Percent Complete	Remaining Balance On Contract	Current Invoice Payout
1	Feasibility Phase	\$ 10,000.00	10,000.00	-	10,000.00	100%	-	-
2	Schematic Design Phase	\$ 15,000.00	15,000.00	-	15,000.00	100%	-	-
3	Permitting and Town Regulations Phase	\$ 13,000.00	13,000.00	-	13,000.00	100%	-	-
4	Design Development Phase	\$ 80,000.00	80,000.00	-	80,000.00	100%	-	-
5	Early Site Package and Enabling Package; Standalone Document; Oct 2025 percentage based billing (50%)	\$ 50,000.00	12,500.00	12,500.00	25,000.00	50%	25,000.00	12,500.00
6	Construction Document Phase; Oct 2025 percentage based billing (30%)	\$ 50,000.00	7,500.00	7,500.00	15,000.00	30%	35,000.00	7,500.00
7	Bidding Phase	\$ 5,000.00	-	-	-		5,000.00	-
8	Construction Administration Phase	\$ 40,000.00	-	-	-		40,000.00	-
9	Project Close Out Phase	\$ 4,000.00	-	-	-		4,000.00	-
10	Add Service: Tree Protection & Removal Plan; 08/13/2025 NTP Email	\$ 7,000.00	1,750.00	1,750.00	3,500.00	50%	3,500.00	1,750.00
11	Add Service: Arborist + TI Mgt Fee	\$ -	-	-	-		-	-
TOTALS		\$ 274,000.00	139,750.00	21,750.00	161,500.00	53%	112,500.00	21,750.00



Lavallee Brensinger Architects
99 Bedford Street
Boston, MA 02111

October 24, 2025

Invoice No: 0421765

Project NEX-2300326.00 Reading, MA - J. Warren Killiam Elementary School MSBA Project (sub LBPA)

LBA Project No: 23-106-00

Services Rendered Include: Preparation of traffic study for site plan review application; Preparation for and attendance at Community Development Board Meeting to support site plan review application; Prepared conceptual improvement plans of 45-layout and 50-ft layout on Charles Street and traffic improvements on Haverhill Street; Coordination with project team on on-site design elements; Provide guidance on crash barrier fence on Haverhill Street; Attended DD kick-off meeting on 5/27/25; Meetings with Town staff on 6/11/25, 6/17/25, 7/22/25, 8/6/25 ; Bi-weekly team meetings on 6/12/25, 6/26/25, 7/24/25, 8/21/25; Off-site improvements cost estimate; Cost reconciliation meeting on 8/12/25.

Professional Services from April 19, 2025 to August 22, 2025

Task 00004 Design Development Phase

Fee

Billing Phase	Fee	Percent Complete	Fee Earned	Prior Earned	Current Earned
Design Devel- On-Site Improvements	21,600.00	70.00	15,120.00	0.00	15,120.00
Total Fee	21,600.00		15,120.00	0.00	15,120.00
Total Fee				15,120.00	
Total this Task				15,120.00	

Task 00005 Construction Documents

Fee

Billing Phase	Fee	Percent Complete	Fee Earned	Prior Earned	Current Earned
Design Devel - Off-Site Improvements	43,700.00	0.00	0.00	0.00	0.00
Total Fee	43,700.00		0.00	0.00	0.00
Total Fee				0.00	
Total this Task				0.00	

Task 00006 Bidding Phase

Fee

Billing Phase	Fee	Percent Complete	Fee Earned	Prior Earned	Current Earned
Construction Documents - On-Site Work	5,300.00	0.00	0.00	0.00	0.00
Total Fee	5,300.00		0.00	0.00	0.00
Total Fee				0.00	

Project	NEX-2300326.00	Reading MA - J.Warren Killiam Elem-LBPA		Invoice	0421765	
Total this Task				0.00		
Task	00007	Construction Phase Adminstration				
Fee						
Billing Phase		Fee	Percent Complete	Fee Earned	Prior Earned	Current Earned
	Construction Docs - Off-Site Improvement	18,200.00	0.00	0.00	0.00	0.00
	Total Fee	18,200.00		0.00	0.00	0.00
		Total Fee			0.00	
				Total this Task	0.00	
Task	00008	Meetings & Follow-on Services				
Fee						
Billing Phase		Fee	Percent Complete	Fee Earned	Prior Earned	Current Earned
	Meetings & Follow-on Services	10,700.00	71.2523	7,624.00	0.00	7,624.00
	Total Fee	10,700.00		7,624.00	0.00	7,624.00
		Total Fee			7,624.00	
				Total this Task	7,624.00	
				Total this Invoice	22,744.00	

Billings to Date

	Current	Prior	Total
Fee	22,744.00	83,509.00	106,253.00
Totals	22,744.00	83,509.00	106,253.00

Invoice

Approved As Is
by Jenni Katajamaki
on 10/22/2025 at 3:41 PM



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

October 22, 2025
Project No: 53086.01
Invoice No: 24058

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 September 01, 2025 to September 30, 2025

Task	Contract Amount	Percent Complete	Billings to Date	Previously Billed	Current Fee Billing
Right-of-Way Survey T24	22,500.00	75.00	16,875.00	0.00	16,875.00
	Total Fee			16,875.00	
		Total this Invoice		\$16,875.00	

Contract Amendment #18

Project	23-106-00	Reading Killam Elementary School	Invoice	22803
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Total this Phase \$18,562.50

Phase 017 Amendment #19 - Soil Pre-characterization

Fee

Total Fee	113,806.00		
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 019 Amendment # 21 - Add'l Soil Precharacterization

Fee

Total Fee	5,500.00		
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

Total this Task \$74,105.90

Total this Invoice \$575,480.90

Project Outstanding Invoices

Invoice Number	Invoice Date	Balance Due
22654	10/8/2025	614,658.81
Total		614,658.81

	Current	Prior	Total
Billings to Date	575,480.90	4,105,442.35	4,680,923.25

[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.

November 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 #0001112283**

Dear Mr. Kraunelis:

Attached please find Colliers Project Leaders (CPL) invoice #0001112283, in the amount of \$59,165.00 for Owner Project Manager services as authorized in Contract for the J Warren Killam Elementary School Project, during the month of October 2025.

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

- Prepare and attend in person School Building Committee meeting.
- Attend and prepared agendas for XLT Meetings.
- Attend Communications group meetings.
- Attend Design meetings
- Review Architect invoice
- Review Architect Amendment #21
- Prepare and coordinate 60% CD MSBA Submission
- Modular relocation invoices and commitment review

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 09 Colliers Invoice #1112283

ProPay Code:
\$59,165.00: 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 : 0001112283
Invoice Date : 11/6/2025

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

For Professional Services Rendered Through 10/31/2025

	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	32,149.25	87.14	217,850.75	158,685.75	59,165.00
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	4,127,718.25	11.82	553,350.75	494,185.75	59,165.00

Current Billings 59,165.00
Amount Due This Bill 59,165.00

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

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

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

PM04 - Design Development

Labor			
Rate Labor			
Class	Hours	Rate	Amount
Assistant Proiect Manager	37.00	190.0000	7,030.00
Financial Specialists	10.00	168.0000	1,680.00
MEP/Tech Support	21.50	250.0000	5,375.00
Project Director	43.25	340.0000	14,705.00
Senior Construction Representative	18.00	230.0000	4,140.00
Senior Project Manager	99.00	265.0000	26,235.00
Total Rate Labor			59,165.00
Total Labor			59,165.00
Total Bill Task: PM04 - Design Development			59,165.00

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

59,165.00

November 10, 2025

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

Subject: J Warren Killam Elementary School – Convergent Technologies, LLC.
Invoice #383695

Dear Mr. Kraunelis,

Colliers Project Leaders, the Owner's Project Manager, has reviewed the attached, Convergent Technologies, LLC, invoice #383695, and recommend payment of \$4,000.00 for Telecommunication 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
383695	Modular Relocation – Telecommunications	\$4,000.00	0603-0000

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

Sincerely,



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

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

Attachment: Convergent Technologies, LLC Invoice #383695

\$4,000.00- ProPay Code: 0603-0000



351607 (rem. + 4)

Bill To:

TOWN OF READING
16 Lowell St
Reading, MA 01867
USA

Ship To:

READING MEMORIAL HIGH SCHOOL
62 Oakland Rd
Reading, MA 01867
USA

Invoice	IN00383695
Invoice Date	09/5/2025
Payment Terms	Payment due on receipt
Customer Code	C0068793
Customer PO#	TBD
Customer Alt PO/Ref#	
Project	US01-J00203088
CTC	440
Service Order #	W1001418492
Currency	USD
Amount Due	\$4,000.00

You can pay your invoice online at: www.convergent.com/invoice

Please Remit To: Convergent Technologies, LLC
35257 Eagle Way
Chicago, IL 60678
USA

**Include Invoice# or Customer Code on check code or send to: achremit@convergent.com

Date	Description	Quantity	Unit Price	Extension
8/14/2025	Security Hardware Tech	4.00	\$125.00	\$500.00
8/15/2025	Security Hardware Tech	4.00	\$125.00	\$500.00
8/25/2025	Security Hardware Tech	9.00	\$125.00	\$1,125.00
8/25/2025	Security Hardware Tech	2.00	\$125.00	\$250.00
8/26/2025	Security Hardware Tech	6.50	\$125.00	\$812.50
8/27/2025	Security Hardware Tech	2.50	\$125.00	\$312.50
8/27/2025	Professional Services	1.00	\$500.00	\$500.00

Org# _____
Obj# _____
Location _____
Pymt Appr _____
Date 9/9/25

Subtotal:	\$4,000.00
Tax:	\$0.00
Total:	\$4,000.00
Current Due:	\$4,000.00

For questions about this invoice, contact your local Convergent office at 781-806-5090

DUNS # 02-964-0740

**Bill To:**

TOWN OF READING
16 Lowell St
Reading, MA 01867
USA

Ship To:

READING MEMORIAL HIGH SCHOOL
62 Oakland Rd
Reading, MA 01867
USA

Invoice	IN00383695
Invoice Date	09/5/2025
Payment Terms	Payment due on receipt
Customer Code	C0068793
Customer PO#	TBD
Customer Alt PO/Ref#	
Project	US01-J00203088
CTC	440
Service Order #	W1001418492
Currency	USD
Amount Due	\$4,000.00

You can pay your invoice online at: www.convergent.com/invoice

Please Remit To: Convergent Technologies, LLC
35257 Eagle Way
Chicago, IL 60678
USA

**Include Invoice# or Customer Code on check code or send to: achremit@convergent.com

Date	Description	Quantity	Unit Price	Extension
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Service notes: Continuation of W1001399822: Back on 6/25 we had Bill Manseau come out to the Killam school to disconnect everything in the modular classrooms so they could be moved to another site.

Those modulars are now on site at the Reading Memorial High School and we'd like to connect everything back up.

08/14/2025:Trailer building alarm system, rewired two motions, ran communication cable between panel and above ceiling panel.

Customer found a DMP panel, wants us to install it in trailer. Network is not ready yet, building is opening on the 28th of August.

08/16/2025:Installed customer owned DMP XR550 panel and installed and wired keypad. Still need to program panel and test all devices and still no Network to connect panels to.

08/26/2025:Wotked with Luke on DMP

08/26/2025:Was able to arrive on site and get the main panel as well as expander panel re terminated. I then proceeded into the field to test all eight zones individually to make sure everything was wired properly and resistors were at the end of the line. I then got the main DMP panel powered up and then programmed all of the zones individually. I had ran into an issue with the second modular panic button due to the cut over not terminating the lines back in for us, this required me to tone/locate and splice this cable where they had intended to wire it. I spoke with Kevin, our point of contact about things that we will need in place as well as a few other punchlist items that still needed to be completed on our end upon a return trip. I had spoken with Sebastian from PSG for him to confirm an availability of Wednesday to be his earliest available time to facilitate on site with Genentech.

08/27/2025:Was able to arrive on site and begin finalizing everything I could with Programming the DMP system as well as confirming all of the devices tied to it. I then had worked on the access control system to the point where it is now working locally with all badges that were previously programmed into it before we had decommissioned this site. And then had begin investigating the intercom situation given none of the devices had power. What I had found with the intercoms was that they had never been terminated together, as well as plugged in to the wall for the devices to be working, once I had terminated all connections necessary and restored power to one of the master stations I was able to locate as well as communicate between each modular worth of intercoms. For this site to be considered complete we are waiting on a radio to be delivered for the burglar system to allow us to communicate with Central Station, we also are waiting for Sebastian to come and configure the access control portion, the intercom is also are expected to release the front doors as well.

Resolution notes: 08/28/2025:8-27LL/SR Was able to arrive on site and receive a list from our point of contact Kevin G with a list of the users and codes they would like for me to add to their system, after I had added the 12 users and tested their codes. Sebastian had arrived on site to assist with the Genentech changeover, we were able to get the panel moved to the high school group as well as update user credentials to ensure all teachers and staff that will be accessing the space will be able to. One Sebastian had added the access control system into the correct group that gave me the ability to wire the intercom's door release functionality.

Sebastian and I together were able to test and confirm all devices in Programming associated to this building. Our point of contact Kevin is aware that he will need to call us back to test the alarm zones once his subcontractor installs the receiver and gets the panel online.

09/05/2025:08/27/2025: Sebastian Robbins

For questions about this invoice, contact your local Convergent office at 781-806-5090

DUNS # 02-964-0740

**Bill To:**

TOWN OF READING
16 Lowell St
Reading, MA 01867
USA

Ship To:

READING MEMORIAL HIGH SCHOOL
62 Oakland Rd
Reading, MA 01867
USA

Invoice	IN00383695
Invoice Date	09/5/2025
Payment Terms	Payment due on receipt
Customer Code	C0068793
Customer PO#	TBD
Customer Alt PO/Ref#	
Project	US01-J00203088
CTC	440
Service Order #	W1001418492
Currency	USD
Amount Due	\$4,000.00

You can pay your invoice online at: www.convergint.com/invoice

Please Remit To: Convergint Technologies, LLC
35257 Eagle Way
Chicago, IL 60678
USA

**Include Invoice# or Customer Code on check code or send to: achremit@convergint.com

Date	Description	Quantity	Unit Price	Extension
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Reviewed DMP settings with Luke. Migrated LP1502s to HS cloudlink, re-assigned access rules, area & lockdown settings. Confirmed door functionality. Intercom testing. Panic button testing scheduled for after school on another day once DMP receiver arrives. All set 4hrs

For questions about this invoice, contact your local Convergint office at 781-806-5090

DUNS # 02-964-0740

PAYROLL

[illegible]

9/8/2025

I, Ekta Joshi Payroll Specialist
(Name of Signatory Party) (Title)
do hereby state

(1) That I pay or supervise the payment of the persons employed by Convergent Technologies, LLC on the
(Contractor or Subcontractor) 8/10/2025 and ending
that during the payroll period commencing 8/10/2025

TOWN OF READING - READING MEMORIAL HIGH SCHOOL
(Building or Work)
8/16/2025 all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be
made either directly or indirectly to or on behalf of said Convergent Technologies, LLC from the full weekly wages
earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible
deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63
Stat. 108, 72 Stat. 967, 76 Stat. 357-40 U.S.C. section 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete, that the wage rates for
laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract
that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship
agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are
registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

 in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll,
payments of fringe benefits, as listed in the contract have been or will be made to appropriate programs for the
benefit of such employees, except as noted in section 4c below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☒ X

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on
the payroll, an amount not less than the sum of the applicable basic hourly wage plus the
amount of the required fringe benefits as listed in the contract, except as noted in section 4c
below

c. EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS: Fringes of are paid to plan/funds as follows: W Manseau - \$8.61/hr.

NAME AND TITLE	SIGNATURE
Ekta Joshi Payroll Specialist	
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 731 OF TITLE 31 OF THE US CODE	

NO WORK PERFORMED DURING THIS PERIOD

Name of Contractor		☒	Or Subcontractor	Address:		Project and Location:		Project or Contract No.:											
Convergent Technologies, LLC				One Commerce Drive, Schaumburg, IL 60173		TOWN OF READING - READING MEMORIAL HIGH SCHOOL		W1001418492											
Payroll #:		2		For Week Ending:		8/23/2025													
(1) Name and Individual Identifying Number (e.g. Last 4 digits of SSN) of worker	I X I I M P	(3) WORK CLASSIFICATION	OT or ST	(4) Day and Date							(5) Total Hours	(6) Rate of Pay	(7) Gross Amount Earned		(8) Deductions				(9) Net Wages for Week and Check Number
				S 8/17	M 8/18	T 8/19	W 8/20	TH 8/21	F 8/22	SA 8/23									
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9/8/2025

I, Ekta Joshi Payroll Specialist
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by Convergent Technologies, LLC on the _____
(Contractor or Subcontractor)

TOWN OF READING - READING MEMORIAL HIGH SCHOOL that during the payroll period commencing 8/17/2025 and ending _____
(Building or Work)

8/23/2025, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said Convergent Technologies, LLC from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 100, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. section 3145), and described below:

- (2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.
- (3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.
- (4) That:
- (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS
- ☒ - in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4c below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ - Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4c below.

c. EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS: Fringes of are paid to plan/funds as follows:

NAME AND TITLE Ekta Joshi Payroll Specialist	SIGNATURE <u>Ekta Joshi</u>
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 100I OF TITLE 18 AND SECTION 731 OF TITLE 31 OF THE US CODE.	

FINAL

[illegible]

9/8/2025

I,

Ekta Joshi Payroll Specialist
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by Convergent Technologies, LLC on the 8/24/2025 and ending 8/24/2025 that during the payroll period commencing 8/24/2025 and ending 8/24/2025 (Contractor or Subcontractor)

TOWN OF READING - READING MEMORIAL HIGH SCHOOL (Building or Work)

8/30/2025, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said Convergent Technologies, LLC from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subpart A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 75 Stat. 967, 76 Stat. 357, 40 U.S.C. section 3145), and described below.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4c below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

X

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4c below.

c EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS: Fringes of are paid to plan/funds as follows: W Manseau - \$8.61/hr. L Locke - \$7.43/hr.

SIGNATURE

NAME AND TITLE

Ekta Joshi

Payroll Specialist

THE WHILFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE US CODE

November 07, 2025

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

Subject: J. Warren Killam Elementary School - Modular Relocation Project
Requisition #04A

Dear Mr. Kraunelis:

Colliers Project Leaders, the Owner's Project Manager, has reviewed the attached, Modulease, Requisition #04A and:

- Confirm it is within the overall budget.
- Confirm it is within the commitment.
- Recommend payment of \$9,624.00 (amount due) for modular relocation services for September 1, 2025 – September 30, 2025, for the J. Warren Killam Elementary School project.
- This invoice will be presented at the next SBC meeting for a vote of acknowledgment.

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 09 Modulease Invoice Requisition #04A

\$9,624.00 - ProPay Code: 0603-0000

November 7, 2025

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

**RE: Killam Modular Relocation Project
Requisition #4A Final**

Dear Mr. Huggins:

Enclosed is Application for Payment #4A for the Killam Modular Relocation Project at Charles Street and Oakland Road, Reading, MA.

We have approved the Application for Payment for **\$9,624.00**.

This requisition includes labor for the front deck and any remaining items. We understand that some closeout items are available directly from the subcontractor; consequently, we do not take exception to this requisition.

Along with the previous payments of \$671,555.00, this brings the total project to 100% of the Contract amount less retainage. The remaining balance is \$35,720.00 in retainage.

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

Sincerely,



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



APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO Customer: Town of Reading
16 Lowell Street
Reading MA

PROJECT: Killiam Modular Relocation APPLICATION NO 4A
Address: 62 Oakland Road
Reading MA

Distribution to:

☒	OWNER
☒	ARCHITECT
☐	CONTRACTOR
☐	
☐	

FROM CONTRACTOR:

Modulease
PO BOX 932
North Attleboro MA

PERIOD TO: 9/19/2025
Application Date 9/19/2025

CONTRACT #
CONTRACT DATE 6/16/2025

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

1. ORIGINAL CONTRACT SUM	\$	714,400.00
2. Net change by Change Orders	\$	2,499.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	716,899.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	716,899.00
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	\$	35,720.00
b. % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	35,720.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	681,179.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	671,555.00
8. CURRENT PAYMENT DUE	\$	9,624.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	35,720.00

CONTRACTOR:

By: Mark Gaboury
State of: MA

Date: 9-25-2025

Subscribed and sworn to before me this

County of: Bristol
day of 25, September 2025

Notary Public: Christopher J. Virgilio
My Commission expires: 06/10-11/2032

ARCHITECT'S CERTIFICATION FOR PAYMENT

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

AMOUNT CERTIFIED..... = \$9,624.00

(Attached explanation if amount certified differs from the amount applied. Initial figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

Architect:

By: Amelia G. Bamburst

Date: 11/7/25

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$2,499.00	\$0.00
TOTALS	\$2,499.00	\$0.00
NET CHANGES by Change Order	\$2,499.00	

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 4A

Contractor's signed certification is attached.

APPLICATION DATE: 9/19/2025

0

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

PERIOD TO: 9/19/2025

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

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
	Project Manager	\$ 35,000.00	\$ 35,000.00	\$ -		\$ 35,000.00	100.00%		\$ 1,750.00
	Superintendent	\$ 35,000.00	\$ 35,000.00	\$ -		\$ 35,000.00	100.00%		\$ 1,750.00
	Bond	\$ 21,600.00	\$ 21,600.00	\$ -		\$ 21,600.00	100.00%		\$ 1,080.00
	Insurance	\$ 11,500.00	\$ 11,500.00	\$ -		\$ 11,500.00	100.00%		\$ 575.00
	Mobilization - Charles Street	\$ 9,200.00	\$ 9,200.00	\$ -		\$ 9,200.00	100.00%		\$ 460.00
	MEP Disconnections	\$ 6,500.00	\$ 6,500.00	\$ -		\$ 6,500.00	100.00%		\$ 325.00
	Modular Knockdown / prep for transport	\$ 25,000.00	\$ 25,000.00	\$ -		\$ 25,000.00	100.00%		\$ 1,250.00
	Transport to Oakland Road	\$ 4,000.00	\$ 4,000.00	\$ -		\$ 4,000.00	100.00%		\$ 200.00
	Demobilize - Charles Street	\$ 5,000.00	\$ 5,000.00	\$ -		\$ 5,000.00	100.00%		\$ 250.00
	Mobilization - Oakland Road	\$ 14,200.00	\$ 14,200.00	\$ -		\$ 14,200.00	100.00%		\$ 710.00
	Site Fence / Erosion Controls	\$ 12,500.00	\$ 12,500.00	\$ -		\$ 12,500.00	100.00%		\$ 625.00
	Site Clearing	\$ 25,000.00	\$ 25,000.00	\$ -		\$ 25,000.00	100.00%		\$ 1,250.00
	Retaining Wall - Materials	\$ 22,000.00	\$ 22,000.00	\$ -		\$ 22,000.00	100.00%		\$ 1,100.00
	Retaining Wall - Labor	\$ 22,000.00	\$ 22,000.00	\$ -		\$ 22,000.00	100.00%		\$ 1,100.00
	Retaining Wall - Equipment	\$ 4,000.00	\$ 4,000.00	\$ -		\$ 4,000.00	100.00%		\$ 200.00
	Cut/Fill	\$ 15,000.00	\$ 15,000.00	\$ -		\$ 15,000.00	100.00%		\$ 750.00
	Modular Foundation - Materials	\$ 20,000.00	\$ 20,000.00	\$ -		\$ 20,000.00	100.00%		\$ 1,000.00
	Modular Foundation - Labor	\$ 15,000.00	\$ 15,000.00	\$ -		\$ 15,000.00	100.00%		\$ 750.00
	Deck/Canopy Foundation	\$ 25,000.00	\$ 25,000.00	\$ -		\$ 25,000.00	100.00%		\$ 1,250.00
	Grading - Materials	\$ 20,000.00	\$ 20,000.00	\$ -		\$ 20,000.00	100.00%		\$ 1,000.00
	Grading - Labor	\$ 23,000.00	\$ 23,000.00	\$ -		\$ 23,000.00	100.00%		\$ 1,150.00
	Grading - Equipment	\$ 12,000.00	\$ 12,000.00	\$ -		\$ 12,000.00	100.00%		\$ 600.00
	Water Service	\$ 30,000.00	\$ 30,000.00	\$ -		\$ 30,000.00	100.00%		\$ 1,500.00
	Sanitary Service	\$ 30,000.00	\$ 30,000.00	\$ -		\$ 30,000.00	100.00%		\$ 1,500.00
	Paving/Patching	\$ 6,500.00	\$ 6,500.00	\$ -		\$ 6,500.00	100.00%		\$ 325.00
	Curb / Sidewalks - Materials	\$ 16,500.00	\$ 16,500.00	\$ -		\$ 16,500.00	100.00%		\$ 825.00
	Curb / Sidewalks - Labor	\$ 18,500.00	\$ 18,500.00	\$ -		\$ 18,500.00	100.00%		\$ 925.00
	Wooden Guardrail	\$ 16,000.00	\$ 16,000.00	\$ -		\$ 16,000.00	100.00%		\$ 800.00
	Loam / seed	\$ 15,000.00	\$ 15,000.00	\$ -		\$ 15,000.00	100.00%		\$ 750.00
	Install Modular Building on Foundation - Labor	\$ 30,000.00	\$ 30,000.00	\$ -		\$ 30,000.00	100.00%		\$ 1,500.00
	Install Modular Building on Foundation - Equipment	\$ 15,000.00	\$ 15,000.00	\$ -		\$ 15,000.00	100.00%		\$ 750.00
	Button Up Modular Building + skirting	\$ 15,000.00	\$ 15,000.00	\$ -		\$ 15,000.00	100.00%		\$ 750.00
	Front Deck - Materials	\$ 10,500.00	\$ 10,500.00	\$ -		\$ 10,500.00	100.00%		\$ 525.00
	Front Deck - Labor	\$ 9,500.00	\$ 7,000.00	\$ 2,500.00		\$ 9,500.00	100.00%		\$ 475.00
	Rear Deck - Materials	\$ 12,000.00	\$ 12,000.00	\$ -		\$ 12,000.00	100.00%		\$ 600.00

CONTINUATION SHEET
AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 4A

Contractor's signed certification is attached.

APPLICATION DATE:

9/19/2025

0

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

PERIOD TO:

9/19/2025

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

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
	Rear Deck - Labor	\$ 18,000.00	\$ 18,000.00	\$ -		\$ 18,000.00	100.00%		\$ 900.00
	Plumbing manifold and connections	\$ 8,500.00	\$ 8,500.00	\$ -		\$ 8,500.00	100.00%		\$ 425.00
	HVAC connections / Start up	\$ 6,500.00	\$ 6,500.00	\$ -		\$ 6,500.00	100.00%		\$ 325.00
	Electrical / DIV 26 00 01	\$ 64,400.00	\$ 64,400.00	\$ -		\$ 64,400.00	100.00%		\$ 3,220.00
	Demobilize - Oakland Road	\$ 5,000.00	\$ 5,000.00	\$ -		\$ 5,000.00	100.00%		\$ 250.00
	Close out	\$ 5,000.00	\$ -	\$ 5,000.00		\$ 5,000.00	100.00%		\$ 250.00
	Change Orders								
	Change Order #1	\$ 2,499.00	\$ -	\$ 2,499.00		\$ 2,499.00	100.00%		
	GRAND TOTALS	\$ 716,899.00	\$ 706,900.00	\$ 9,999.00	\$ -	\$ 716,899.00	100%	\$ -	\$ 35,720.00

November 07, 2025

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

**Subject: J. Warren Killam Elementary School - Modular Relocation Project
Requisition #04A**

Dear Mr. Kraunelis:

Colliers Project Leaders, the Owner's Project Manager, has reviewed the attached, Modulease, Requisition #04A and:

- Confirm it is within the overall budget.
- Confirm it is within the commitment.
- Recommend payment of \$9,624.00 (amount due) for modular relocation services for September 1, 2025 – September 30, 2025, for the J. Warren Killam Elementary School project.
- This invoice will be presented at the next SBC meeting for a vote of acknowledgment.

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 09 Modulease Invoice Requisition #04A

\$9,624.00 - ProPay Code: 0603-0000

November 7, 2025

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

**RE: Killam Modular Relocation Project
Requisition #4A Final**

Dear Mr. Huggins:

Enclosed is Application for Payment #4A for the Killam Modular Relocation Project at Charles Street and Oakland Road, Reading, MA.

We have approved the Application for Payment for **\$9,624.00**.

This requisition includes labor for the front deck and any remaining items. We understand that some closeout items are available directly from the subcontractor; consequently, we do not take exception to this requisition.

Along with the previous payments of \$671,555.00, this brings the total project to 100% of the Contract amount less retainage. The remaining balance is \$35,720.00 in retainage.

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

Sincerely,



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



APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO Customer: Town of Reading
16 Lowell Street
Reading MA

PROJECT: Killiam Modular Relocation APPLICATION NO 4A
Address: 62 Oakland Road
Reading MA

Distribution to:

☒	OWNER
☒	ARCHITECT
☐	CONTRACTOR
☐	
☐	

FROM CONTRACTOR:

Modulease
PO BOX 932
North Attleboro MA

PERIOD TO: 9/19/2025
Application Date 9/19/2025

CONTRACT #
CONTRACT DATE 6/16/2025

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	714,400.00
2. Net change by Change Orders	\$	2,499.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	716,899.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	716,899.00
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	\$	35,720.00
b. % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	35,720.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	681,179.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	671,555.00
8. CURRENT PAYMENT DUE	\$	9,624.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	35,720.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$2,499.00	\$0.00
TOTALS	\$2,499.00	\$0.00
NET CHANGES by Change Order	\$2,499.00	

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

CONTRACTOR:

By: Mark Gaboury
State of: MA

Date: 9-25-2025

Subscribed and sworn to before me this

County of: Bristol
day of 25, September 2025

Notary Public: Christopher J. Virgilio
My Commission expires: 06/10-11/2032

ARCHITECT'S CERTIFICATION FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED..... = \$9,624.00

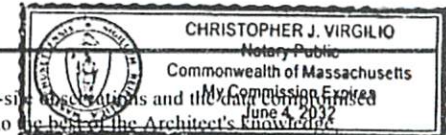
(Attached explanation if amount certified differs from the amount applied. Initial figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

Architect:

By: Amelia G. Bamburst

Date: 11/7/25

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



CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 4A

Contractor's signed certification is attached.

APPLICATION DATE: 9/19/2025

0

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

PERIOD TO: 9/19/2025

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

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
	Project Manager	\$ 35,000.00	\$ 35,000.00	\$ -		\$ 35,000.00	100.00%		\$ 1,750.00
	Superintendent	\$ 35,000.00	\$ 35,000.00	\$ -		\$ 35,000.00	100.00%		\$ 1,750.00
	Bond	\$ 21,600.00	\$ 21,600.00	\$ -		\$ 21,600.00	100.00%		\$ 1,080.00
	Insurance	\$ 11,500.00	\$ 11,500.00	\$ -		\$ 11,500.00	100.00%		\$ 575.00
	Mobilization - Charles Street	\$ 9,200.00	\$ 9,200.00	\$ -		\$ 9,200.00	100.00%		\$ 460.00
	MEP Disconnections	\$ 6,500.00	\$ 6,500.00	\$ -		\$ 6,500.00	100.00%		\$ 325.00
	Modular Knockdown / prep for transport	\$ 25,000.00	\$ 25,000.00	\$ -		\$ 25,000.00	100.00%		\$ 1,250.00
	Transport to Oakland Road	\$ 4,000.00	\$ 4,000.00	\$ -		\$ 4,000.00	100.00%		\$ 200.00
	Demobilize - Charles Street	\$ 5,000.00	\$ 5,000.00	\$ -		\$ 5,000.00	100.00%		\$ 250.00
	Mobilization - Oakland Road	\$ 14,200.00	\$ 14,200.00	\$ -		\$ 14,200.00	100.00%		\$ 710.00
	Site Fence / Erosion Controls	\$ 12,500.00	\$ 12,500.00	\$ -		\$ 12,500.00	100.00%		\$ 625.00
	Site Clearing	\$ 25,000.00	\$ 25,000.00	\$ -		\$ 25,000.00	100.00%		\$ 1,250.00
	Retaining Wall - Materials	\$ 22,000.00	\$ 22,000.00	\$ -		\$ 22,000.00	100.00%		\$ 1,100.00
	Retaining Wall - Labor	\$ 22,000.00	\$ 22,000.00	\$ -		\$ 22,000.00	100.00%		\$ 1,100.00
	Retaining Wall - Equipment	\$ 4,000.00	\$ 4,000.00	\$ -		\$ 4,000.00	100.00%		\$ 200.00
	Cut/Fill	\$ 15,000.00	\$ 15,000.00	\$ -		\$ 15,000.00	100.00%		\$ 750.00
	Modular Foundation - Materials	\$ 20,000.00	\$ 20,000.00	\$ -		\$ 20,000.00	100.00%		\$ 1,000.00
	Modular Foundation - Labor	\$ 15,000.00	\$ 15,000.00	\$ -		\$ 15,000.00	100.00%		\$ 750.00
	Deck/Canopy Foundation	\$ 25,000.00	\$ 25,000.00	\$ -		\$ 25,000.00	100.00%		\$ 1,250.00
	Grading - Materials	\$ 20,000.00	\$ 20,000.00	\$ -		\$ 20,000.00	100.00%		\$ 1,000.00
	Grading - Labor	\$ 23,000.00	\$ 23,000.00	\$ -		\$ 23,000.00	100.00%		\$ 1,150.00
	Grading - Equipment	\$ 12,000.00	\$ 12,000.00	\$ -		\$ 12,000.00	100.00%		\$ 600.00
	Water Service	\$ 30,000.00	\$ 30,000.00	\$ -		\$ 30,000.00	100.00%		\$ 1,500.00
	Sanitary Service	\$ 30,000.00	\$ 30,000.00	\$ -		\$ 30,000.00	100.00%		\$ 1,500.00
	Paving/Patching	\$ 6,500.00	\$ 6,500.00	\$ -		\$ 6,500.00	100.00%		\$ 325.00
	Curb / Sidewalks - Materials	\$ 16,500.00	\$ 16,500.00	\$ -		\$ 16,500.00	100.00%		\$ 825.00
	Curb / Sidewalks - Labor	\$ 18,500.00	\$ 18,500.00	\$ -		\$ 18,500.00	100.00%		\$ 925.00
	Wooden Guardrail	\$ 16,000.00	\$ 16,000.00	\$ -		\$ 16,000.00	100.00%		\$ 800.00
	Loam / seed	\$ 15,000.00	\$ 15,000.00	\$ -		\$ 15,000.00	100.00%		\$ 750.00
	Install Modular Building on Foundation - Labor	\$ 30,000.00	\$ 30,000.00	\$ -		\$ 30,000.00	100.00%		\$ 1,500.00
	Install Modular Building on Foundation - Equipment	\$ 15,000.00	\$ 15,000.00	\$ -		\$ 15,000.00	100.00%		\$ 750.00
	Button Up Modular Building + skirting	\$ 15,000.00	\$ 15,000.00	\$ -		\$ 15,000.00	100.00%		\$ 750.00
	Front Deck - Materials	\$ 10,500.00	\$ 10,500.00	\$ -		\$ 10,500.00	100.00%		\$ 525.00
	Front Deck - Labor	\$ 9,500.00	\$ 7,000.00	\$ 2,500.00		\$ 9,500.00	100.00%		\$ 475.00
	Rear Deck - Materials	\$ 12,000.00	\$ 12,000.00	\$ -		\$ 12,000.00	100.00%		\$ 600.00

CONTINUATION SHEET
AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 4A

Contractor's signed certification is attached.

APPLICATION DATE:

9/19/2025

0

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

PERIOD TO:

9/19/2025

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

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
	Rear Deck - Labor	\$ 18,000.00	\$ 18,000.00	\$ -		\$ 18,000.00	100.00%		\$ 900.00
	Plumbing manifold and connections	\$ 8,500.00	\$ 8,500.00	\$ -		\$ 8,500.00	100.00%		\$ 425.00
	HVAC connections / Start up	\$ 6,500.00	\$ 6,500.00	\$ -		\$ 6,500.00	100.00%		\$ 325.00
	Electrical / DIV 26 00 01	\$ 64,400.00	\$ 64,400.00	\$ -		\$ 64,400.00	100.00%		\$ 3,220.00
	Demobilize - Oakland Road	\$ 5,000.00	\$ 5,000.00	\$ -		\$ 5,000.00	100.00%		\$ 250.00
	Close out	\$ 5,000.00	\$ -	\$ 5,000.00		\$ 5,000.00	100.00%		\$ 250.00
	Change Orders								
	Change Order #1	\$ 2,499.00	\$ -	\$ 2,499.00		\$ 2,499.00	100.00%		
	GRAND TOTALS	\$ 716,899.00	\$ 706,900.00	\$ 9,999.00	\$ -	\$ 716,899.00	100%	\$ -	\$ 35,720.00

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**

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

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.

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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.

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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

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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

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

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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.

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 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.
- **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.

- **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

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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

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

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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

Due to the size of the MSBA documents and limitations of sending PDFs over email, I have provided a link for the Colliers Project Managers one drive. In this folder you will find a folder titled **MSBA 60% CD Package**. Within this folder you will find the MSBA DD binder as well as the CD drawings, specifications and early site packages.

Link: [2025 11-12 KES SBC](#)



Killiam Elementary School



Project Leaders

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Successors	Actual Start	Actual Finish	Total Slack
1		Forming the Team (MSBA MOD 02)	187 days	Thu 4/13/23	Tue 12/12/23			Thu 4/13/23	Tue 12/12/23	0 days
28		Feasibility (MSBA MOD 03)	244 days	Mon 12/18/23	Wed 10/30/24			Mon 12/18/23	Wed 10/30/24	0 days
63		Schematic Design (MSBA MOD 04)	219 days	Wed 10/16/24	Wed 7/30/25			Wed 10/16/24	NA	1141.63 days
85		Extended Design Prior to the Start of DD	46 days	Mon 3/10/25	Tue 5/13/25			Mon 3/10/25	Tue 5/13/25	0 days
88		Funding the Project (MSBA MOD 05)	96.75 days	Wed 1/8/25	Tue 5/13/25			Wed 1/8/25	Tue 5/13/25	0 days
113		Design Development (MODULE 6)	262.25 days	Fri 5/23/25	Fri 5/1/26			Fri 5/23/25	NA	930.38 days
114		Design Development (DD)	89.38 days	Fri 5/23/25	Wed 9/17/25			Fri 5/23/25	NA	79.88 days
115		Design Development Drawings	41 days	Fri 5/23/25	Thu 7/17/25	112,87	1175S+15 days,118	Fri 5/23/25	Thu 7/17/25	0 days
116		MHC - Project Notification Form Filing	0 days	Tue 7/22/25	Tue 7/22/25	115FS+3 days		Tue 7/22/25	Tue 7/22/25	0 days
117		Register Project with USBGC	0 days	Thu 6/12/25	Thu 6/12/25	115SS+15 days	125	Thu 6/12/25	Thu 6/12/25	0 days
118		DD Cost Estimating	15 days	Thu 7/17/25	Tue 8/5/25	115	119	Thu 7/17/25	Tue 8/5/25	0 days
119		DD Estimate Reconciliation Meeting	2 days	Wed 8/6/25	Thu 8/7/25	118	123FS+6 days,120	Wed 8/6/25	Thu 8/7/25	0 days
120		Finalize VE log and Reconciled Budget	2 days	Thu 8/7/25	Mon 8/11/25	119	121	Thu 8/7/25	Mon 8/11/25	0 days
121		Review Budget with XLT	0 days	Mon 8/11/25	Mon 8/11/25	120	122	Mon 8/11/25	Mon 8/11/25	0 days
122		Issue SBC Documents	4 days	Mon 8/11/25	Fri 8/15/25	121	123	Mon 8/11/25	Fri 8/15/25	0 days
123		SBC Meeting	1 day	Fri 8/15/25	Mon 8/18/25	119FS+6 days,122	124	Fri 8/15/25	Mon 8/18/25	0 days
124		SBC Meeting - Approve DD Submission	0 days	Mon 8/18/25	Mon 8/18/25	123	125FS+1 day,126F	Mon 8/18/25	Mon 8/18/25	0 days
125		Submit DD Package to MSBA	0 days	Tue 8/19/25	Tue 8/19/25	124FS+1 day,117	128,131	Tue 8/19/25	Tue 8/19/25	0 days
126		Site Plan Review and Stormwater Permit Special Hearing	0 days	Mon 8/25/25	Mon 8/25/25	124FS+5 days	127	Mon 8/25/25	Mon 8/25/25	0 days
127		Site Plan Review and Stormwater Permit Approval	8 days	Mon 8/25/25	Wed 9/3/25	126		Mon 8/25/25	Wed 9/3/25	0 days
128		MSBA Review and Comments (Business Days)	13 days	Tue 8/19/25	Thu 9/4/25	125	129	Tue 8/19/25	Thu 9/4/25	0 days
129		Respond to MSBA DD comments (Business Days)	10 days	Thu 9/4/25	Wed 9/17/25	128	140	NA	NA	79.88 days
130		60% Construction Documents Phase (60% CD)	93 days	Tue 8/19/25	Thu 12/18/25			Tue 8/19/25	NA	36.5 days
131		60% Construction Drawings	40 days	Tue 8/19/25	Thu 10/9/25	125	132	Tue 8/19/25	Thu 10/9/25	0 days
132		SBC Meeting	0 days	Thu 10/9/25	Thu 10/9/25	131	133	Thu 10/9/25	Thu 10/9/25	0 days
133		60% CDs for Pricing	0 days	Thu 10/9/25	Thu 10/9/25	132	134	Thu 10/9/25	Thu 10/9/25	0 days
134		60% CD Cost Estimating	15 days	Thu 10/9/25	Wed 10/29/25	133	135FS+3 days	Thu 10/9/25	Wed 10/29/25	0 days
135		60% CD Reconciliation Meeting	0 days	Mon 11/3/25	Mon 11/3/25	134FS+3 days	139FS+7 days,136	NA	NA	15.5 days
136		Finalize VE log and Reconciled Budget	2 days	Mon 11/3/25	Tue 11/4/25	135	137FS+1 day	Mon 11/3/25	Tue 11/4/25	0 days
137		Review Budget with XLT	0 days	Wed 11/5/25	Wed 11/5/25	136FS+1 day	138	Wed 11/5/25	Wed 11/5/25	0 days
138		Issue SBC Documents	1 day	Thu 11/6/25	Thu 11/6/25	137	139FS+2 days,180	NA	NA	16.25 days
139		SBC Meeting - Approve 60% Submission	0 days	Wed 11/12/25	Wed 11/12/25	135FS+7 days,138FS	144,140FS+1 day,1	NA	NA	15.5 days
140		Submit 60% CD Package to MSBA	0 days	Thu 11/13/25	Thu 11/13/25	139FS+1 day,129	141	NA	NA	36.5 days
141		MSBA Review and Comments (Business Days)	16 days	Thu 11/13/25	Thu 12/4/25	140	142	NA	NA	36.5 days
142		Respond to MSBA 60% comments (Business Days)	11 days	Thu 12/4/25	Thu 12/18/25	141	145	NA	NA	36.5 days
143		90% Construction Documents Phase (90% CD)	130.5 days	Wed 11/12/25	Fri 5/1/26			NA	NA	15.5 days
144		90% Construction Documents	49 days	Wed 11/12/25	Thu 1/15/26	139	165SS,145,146	NA	NA	15.5 days
145		90% CDs Issued for Cost Estimating	0 days	Thu 1/15/26	Thu 1/15/26	142,144	147	NA	NA	15.5 days
146		90% CDs Issued for Code Review	0 days	Thu 1/15/26	Thu 1/15/26	144		NA	NA	1011.88 days
147		90% CD Cost Estimating	10 days	Thu 1/15/26	Thu 1/29/26	145	148FS+2 days	NA	NA	15.5 days
148		90% CD Reconciliation Meeting	0 days	Mon 2/2/26	Mon 2/2/26	147FS+2 days	149	NA	NA	15.5 days
149		Finalize VE log and Reconciled Budget	2 days	Mon 2/2/26	Wed 2/4/26	148	150	NA	NA	14.75 days
150		Review Budget with XLT	0 days	Wed 2/4/26	Wed 2/4/26	149	151	NA	NA	14.75 days
151		Issue SBC Documents	1 day	Wed 2/4/26	Thu 2/5/26	150	152FS+2 days	NA	NA	14.75 days
152		SBC Meeting - Approve 90% CD Submission	0 days	Mon 2/9/26	Mon 2/9/26	151FS+2 days	153FS+1 day	NA	NA	15.5 days
153		Submit 90% CD Package to MSBA	0 days	Tue 2/10/26	Tue 2/10/26	152FS+1 day	154	NA	NA	15.5 days
154		MSBA review of 90% Package (Business Days)	16 days	Tue 2/10/26	Tue 3/3/26	153	155	NA	NA	15.5 days
155		District Team's Response to MSBA Review of 90% package (Business Days)	11 days	Tue 3/3/26	Tue 3/17/26	154	156	NA	NA	15.5 days
156		Completion of the Bid Documents	10 days	Wed 3/18/26	Mon 3/30/26	155	158,157FS-3 days	NA	NA	14.5 days
157		Issue SBC Documents	0 days	Thu 3/26/26	Thu 3/26/26	156FS-3 days		NA	NA	879.25 days
158		SBC Meeting - Approve Bid Document Submission	0 days	Mon 3/30/26	Mon 3/30/26	156	210,159	NA	NA	14.5 days
159		100% CD Package MSBA Submission	1 day	Tue 3/31/26	Tue 3/31/26	158	160,211SS	NA	NA	12.88 days
160		100% CD Package to MSBA review	14 days	Wed 4/1/26	Fri 4/17/26	159	161	NA	NA	31.38 days
161		100% CD DCAMM Designer Evaluation	10 days	Fri 4/17/26	Fri 5/1/26	160	221	NA	NA	31.38 days
162		Construction Phase (MODULE 7)	863.5 days	Fri 11/7/25	Thu 11/30/28			NA	NA	33.88 days
163		Early Package #01 Switchgear	362 days	Wed 11/12/25	Fri 4/2/27			NA	NA	613 days
164		Bid Package for Switchgear & Generator	51 days	Wed 11/12/25	Tue 1/20/26			NA	NA	672.75 days
165		Completion of the Early Bid documents	21 days	Wed 11/12/25	Tue 12/9/25	144SS	166	NA	NA	672.75 days
166		Submit Advertisement for Early Bids	1 day	Wed 12/10/25	Wed 12/10/25	165	167FS-2 days	NA	NA	672.75 days
167		SBC Meeting - Approve Early Package-Invitation For Bid	0 days	Tue 12/9/25	Tue 12/9/25	166FS-2 days	168	NA	NA	672.75 days
168		Advertise for Early bid package	1 day	Tue 12/9/25	Tue 12/9/25	167	169	NA	NA	672.75 days
169		Early Bid Package Submission Period	21 days	Wed 12/10/25	Wed 1/7/26	168	170	NA	NA	672.75 days
170		Early Package Bids Due	0 days	Wed 1/7/26	Wed 1/7/26	169	173FS+4 days	NA	NA	672.75 days
171		SBC Meeting - Review results/ Vote to Award	0 days	Tue 1/13/26	Tue 1/13/26	170FS+4 days	172	NA	NA	672.75 days
172		Issue Notice of Award	5 days	Tue 1/13/26	Tue 1/20/26	171	174	NA	NA	672.75 days



Killiam Elementary School



ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Successors	Actual Start	Actual Finish	Total Slack
173		Construction for Switchgear	312.63 days	Tue 1/20/26	Fri 4/2/27			NA	NA	613 days
174		Execute Contract	5 days	Tue 1/20/26	Tue 1/27/26	172	175	NA	NA	620 days
175		Shop Drawings	30 days	Tue 1/27/26	Tue 3/10/26	174	176	NA	NA	620 days
176		Fabrication and Delivery	300 days	Tue 3/10/26	Fri 4/2/27	175	177	NA	NA	671.63 days
177		GC To take Delivery of Switchgear	0 days	Fri 4/2/27	Fri 4/2/27	176		NA	NA	613 days
178		Early Package #02 Earthwork Cut down to Foundation Level	126.5 days	Fri 11/7/25	Mon 5/4/26			NA	NA	32 days
179		Early Bid Package for Earthwork	50 days	Fri 11/7/25	Wed 1/14/26			NA	NA	33.88 days
180		Completion of the Early Bid documents	21 days	Fri 11/7/25	Fri 12/5/25	138	181	NA	NA	33.88 days
181		Submit Advertisement for Early Bids	1 day	Fri 12/5/25	Mon 12/8/25	180	182	NA	NA	33.88 days
182		SBC Meeting - Approve Early Package-Invitation For Bid	0 days	Mon 12/8/25	Mon 12/8/25	181	183	NA	NA	33.88 days
183		Advertise for Early bid package	1 day	Mon 12/8/25	Tue 12/9/25	182	184	NA	NA	33.88 days
184		Early Bid Package Submission Period	24 days	Tue 12/9/25	Fri 1/9/26	183	185	NA	NA	33.88 days
185		Early Package Bids Due	0 days	Fri 1/9/26	Fri 1/9/26	184	186FS+1 day	NA	NA	33.88 days
186		SBC Meeting - Review results/ Vote to Award	0 days	Mon 1/12/26	Mon 1/12/26	185FS+1 day	187	NA	NA	33.88 days
187		Issue Notice of Award	2 days	Mon 1/12/26	Wed 1/14/26	186	189	NA	NA	33.88 days
188		EP Construction - Earthwork down and back up to elevation 86.5'	84.5 days	Wed 1/14/26	Mon 5/4/26			NA	NA	33.88 days
189		Execute Contract	5 days	Wed 1/14/26	Wed 1/21/26	187	190,191FS+10 days	NA	NA	32.13 days
190		Shop Drawing	22 days	Wed 1/21/26	Wed 2/18/26	189	193	NA	NA	38 days
191		Mobilize	5 days	Tue 2/3/26	Mon 2/9/26	189FS+10 days	192	NA	NA	35 days
192		Fence & Erosion Control	10 days	Mon 2/9/26	Mon 2/23/26	191	193,194	NA	NA	35 days
193		Excavation approx 6' cut	45 days	Mon 2/23/26	Tue 4/21/26	192,190	194FF+5 days	NA	NA	35 days
194		Backfill approx 1.5' fill	45 days	Mon 3/2/26	Tue 4/28/26	192,193FF+5 days	195	NA	NA	35 days
195		AS Built Final Conditions	5 days	Tue 4/28/26	Mon 5/4/26	194	196	NA	NA	35 days
196		Early package #02 complete	0 days	Mon 5/4/26	Mon 5/4/26	195	224	NA	NA	35 days
197		Base Contract	142.63 days	Wed 11/12/25	Fri 5/29/26			NA	NA	12.75 days
198		Prequalification Base Contract	97 days	Wed 11/12/25	Thu 3/19/26			NA	NA	33.88 days
199		SBC Meeting - Approve Prequal Sub Committee (PQC)	0 days	Wed 11/12/25	Wed 11/12/25	13955	200	NA	NA	33.88 days
200		PQC - Kick-Off	7 days	Wed 11/12/25	Thu 11/20/25	199	201	NA	NA	33.88 days
201		PQC - Approve RFQ	0 days	Thu 11/20/25	Thu 11/20/25	200	202	NA	NA	33.88 days
202		PQC - Submit Ad for Qualifications	0 days	Thu 11/20/25	Thu 11/20/25	201	203	NA	NA	33.88 days
203		PQC - Advertise for Qualifications (GCs/FSB) online	1 day	Thu 11/20/25	Fri 11/21/25	202	204	NA	NA	33.88 days
204		PQC - Qualifications Submission Period	15 days	Fri 11/21/25	Thu 12/11/25	203	205	NA	NA	33.88 days
205		Qualifications Due	0 days	Thu 12/11/25	Thu 12/11/25	204	206	NA	NA	33.88 days
206		PQC - Distribute & Review SOQs	2 days	Thu 12/11/25	Mon 12/15/25	205	207	NA	NA	33.88 days
207		PQC - Review PreQuals	70 days	Mon 12/15/25	Tue 3/17/26	206	208	NA	NA	33.88 days
208		PQC - Complete SOQ Review and Approve List of Contractors	2 days	Tue 3/17/26	Thu 3/19/26	207	210	NA	NA	33.88 days
209		Bidding Base Contract	47.13 days	Tue 3/31/26	Fri 5/29/26			NA	NA	14.38 days
210		Advertise for bids (Central Reg, New Paper, City Hall)	5 days	Tue 3/31/26	Mon 4/6/26	208,158	214	NA	NA	25.5 days
211		Issue Bid Docs to Project Dog for Clerical Review	0 days	Tue 3/31/26	Tue 3/31/26	15955	212	NA	NA	14.38 days
212		Bid Documents Published Online	6 days	Tue 3/31/26	Tue 4/7/26	211	213,216,214	NA	NA	14.38 days
213		Contractor Pre-Bid Briefing Session/Conference	0 days	Tue 4/7/26	Tue 4/7/26	212	215,217	NA	NA	47.38 days
214		Filed Sub-Bid time	23 days	Tue 4/7/26	Wed 5/6/26	212,210	215	NA	NA	24.38 days
215		Filed Sub-Bids Due	0 days	Wed 5/6/26	Wed 5/6/26	214,213	217	NA	NA	24.38 days
216		GC Bid Time	33 days	Tue 4/7/26	Tue 5/19/26	212	217	NA	NA	14.38 days
217		General Contractor Bids Due	0 days	Tue 5/19/26	Tue 5/19/26	216,213,215	218	NA	NA	14.38 days
218		Review Results of GC Bids with SBC	3 days	Tue 5/19/26	Fri 5/22/26	217	219	NA	NA	14.38 days
219		Vote to Approve GC Bid	0 days	Fri 5/22/26	Fri 5/22/26	218	220	NA	NA	14.38 days
220		Issue Notice of Award	0 days	Fri 5/22/26	Fri 5/22/26	219	221,223	NA	NA	14.38 days
221		Execute Contract	5 days	Fri 5/22/26	Fri 5/29/26	220,161	224,223	NA	NA	14.38 days
222		Phase 1 - New Building Construction	493.38 days	Fri 5/29/26	Mon 2/28/28			NA	NA	14.38 days
223		Notice to Proceed	1 day	Fri 5/29/26	Mon 6/1/26	220,221	225	NA	NA	842.38 days
224		Construction	438 days	Fri 5/29/26	Fri 12/17/27	221,196	230,236,238FF,235	NA	NA	14.38 days
225		EPA - NPDES Notice of Intent and Approval	65 days	Mon 6/1/26	Fri 8/21/26	223	245FF	NA	NA	842.38 days
226		Substantial Completion of New School Building	0 days	Fri 12/17/27	Fri 12/17/27	224	227,229,233	NA	NA	14.38 days
227		Receive Temporary Certificate of Occupancy (TCO)	0 days	Fri 12/17/27	Fri 12/17/27	226	228,233,246	NA	NA	60.38 days
228		Student/Staff Tours of New Building	10 days	Fri 12/17/27	Thu 12/30/27	227	241FF	NA	NA	460.38 days
229		Move from Existing Building to New	36 days	Fri 12/17/27	Wed 2/2/28	226	230	NA	NA	14.38 days
230		Occupy	5 days	Sun 2/20/28	Mon 2/28/28	224,229	232FS+5 days,233	NA	NA	0 days
231		50% DCAMM Rating (Contractor)	10 days	Fri 12/17/27	Thu 12/30/27	224		NA	NA	460.38 days
232		Phase 2 - Demo and Site	210 days	Fri 3/3/28	Thu 11/30/28	230FS+5 days		NA	NA	0 days
233		Construction	200 days	Fri 3/3/28	Thu 11/16/28	230,227,226	234,242,243FF,255	NA	NA	0 days
234		Substantial completion	0 days	Thu 11/16/28	Thu 11/16/28	233	253	NA	NA	0 days
235		100% DCAMM Rating (Contractor)	10 days	Thu 11/16/28	Thu 11/30/28	243		NA	NA	200 days
236		Project Closeout (MODULE 8)	402.38 days	Fri 12/17/27	Tue 5/15/29	224		NA	NA	68 days
237		Punchlist	280.38 days	Fri 12/17/27	Wed 12/13/28			NA	NA	190 days



Killiam Elementary School



ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Successors	Actual Start	Actual Finish	Total Slack
238		Contractor Punch List for Designer	14 days	Fri 12/17/27	Tue 1/4/28	224FF	240	NA	NA	423.38 days
239		Design Team Punch List	1.5 mons	Fri 12/17/27	Tue 1/25/28	224FF		NA	NA	22.02 mons
240		Punch List - Phase 1 Contractor to Perform Punch	33 days	Tue 1/4/28	Tue 2/15/28	238		NA	NA	423.38 days
241		FF&E Punchlist	15 days	Fri 12/17/27	Wed 1/5/28	228FF		NA	NA	455.38 days
242		FF&E Closeout	20 days	Thu 11/16/28	Wed 12/13/28	233	250	NA	NA	46 days
243		Punch List - Phase 2	33 days	Thu 10/5/28	Thu 11/16/28	233FF	247,250,253,255,2	NA	NA	0 days
244		Cx	275.38 days	Fri 12/17/27	Wed 12/6/28			NA	NA	182.38 days
245		Commissioning New Building	4 mons	Fri 12/17/27	Wed 3/29/28	225FF		NA	NA	19.52 mons
246		Commissioning + 10 month	11 mons	Fri 12/17/27	Tue 9/26/28	227	247,248,257,259	NA	NA	9.12 mons
247		Final Commissioning Report to MSBA	10 days	Thu 11/16/28	Thu 11/30/28	243,246	248	NA	NA	162 days
248		Commissioning Certificate of Completion to MSBA	5 days	Thu 11/30/28	Wed 12/6/28	246,247	259	NA	NA	162 days
249		USGBC	76 days	Fri 2/9/29	Tue 5/15/29			NA	NA	0 days
250		Final Construction Package to USGBC	66 days	Fri 2/9/29	Wed 5/2/29	242,243,253	251	NA	NA	0 days
251		LEED-S Construction Application & Final Review	10 days	Thu 5/3/29	Tue 5/15/29	250	252,259	NA	NA	0 days
252		USGBC issue Green School Program Certification letter	0 days	Tue 5/15/29	Tue 5/15/29	251	257	NA	NA	0 days
253		Closeout GC - Final Change Order	66 days	Thu 11/16/28	Fri 2/9/29	243,234	250,254	NA	NA	0 days
254		GC Request for Final Payment	15 days	Fri 2/9/29	Wed 2/28/29	253	256	NA	NA	97 days
255		Submission of As-Builts and O&M	44 days	Thu 11/16/28	Fri 1/12/29	243,233	257	NA	NA	98 days
256		DCAMM Evaluation Form following GC Final Payment	10 days	Wed 2/28/29	Tue 3/13/29	254	258	NA	NA	97 days
257		Final Reimbursement Request Submittal to MSBA	3.4 mons	Tue 5/15/29	Wed 8/8/29	252,246,255	260	NA	NA	0 mons
258		Corrective actions by GC	22 days	Tue 3/13/29	Tue 4/10/29	256		NA	NA	97 days
259		MSBA Closeout	33 days	Tue 5/15/29	Tue 6/26/29	251,246,248	260	NA	NA	35 days
260		Project Complete	0 days	Wed 8/8/29	Wed 8/8/29	257,259		NA	NA	0 days



Town of Reading Meeting Minutes

2016-09-22 14G

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, and Carla Nazzaro.

Members - Not Present:

Ed Ross.

Others Present:

Assistan Town Manager Jayne Wellman, 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.

Reorganization of Committee*

Matthew Kraunelis opened the floor for nominations for Chair of the Killam School Building Committee. Nancy Twomey nominated Carla Nazzaro for the position, and the motion was seconded by Pat Tompkins. Carla accepted the nomination, and with no further nominations.

On a motion by Nancy Twomey, seconded by Pat Tompkins, the Killam School Board Committee closed nomination of Chair and voted 8-0-0 to make Carla Nazzaro as the official Chair of the School Building Committee 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.

Carla Nazzaro opened the floor for nominations for Vice Chair of the Killam School Building Committee. Shawn Brandt nominated Pat Tompkins for the position, and the motion was seconded by Nancy Twomey. Carla accepted the nomination, and with no further nominations.

On a motion by Carla Nazzaro, the Killam School Board Committee closed nomination of Vice Chair and voted 8-0-0 to make Pat Tompkins the official Vice Chair of the School Building Committee 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.

Liaison Reports:

Jenni Katajamaki reported that noted that the geotechnical analysis confirmed the project's initial assumptions of 44 wells at 800 feet each were validated as accurate following testing. Additionally, an abutters meeting was held on September 25, with six attendees representing three neighboring properties. The meeting was productive, and attendees were generally pleased with the project updates, particularly regarding property conditions and landscaping plans. The main discussion point involved the potential widening of Charles Street, which the Town ultimately decided not to pursue. The landscape architect, Jade, provided detailed insight into tree and landscaping plans, reassuring abutters about tree removals and replacements. Carla Nazzaro appreciated the LBA team for a positive abutters meeting.

Jayne Wellman reported that the team is finalizing a parking license agreement with Christ the King Church to provide up to 150 spaces for teachers and construction staff. Negotiations, led by the Town's operations director and legal counsel, are progressing well, with the church requesting slightly more than \$10 per space per month. The agreement will be structured as a license rather than a lease to avoid requiring Town Meeting approval and is expected to fall within procurement limits. A final proposal will be brought to the committee in November or December, with parking anticipated to be available by February.

Next, Jayne provided an update on staffing needs related to the upcoming construction phase. She explained that the Facilities Department, led by Joe Huggins and Kevin Cabusi, is seeking to hire a part-time clerk on a 1099 basis to assist with on-site management during construction, as the department is currently understaffed and overseeing two major building projects simultaneously. The position, expected to transition to full-time once construction begins, would support daily site operations and serve as a liaison to the Town. The proposed rate is \$70 per hour, totaling approximately \$300,000 over the three-year project duration.

Mike Carroll clarified that this role would complement and not duplicate the OPM's full-time site representative, ensuring stronger coordination and Town oversight. The position will also participate in OAC meetings and assist with change order reviews. Jayne further noted that similar positions have been successfully implemented in other districts, and a draft work plan outlining responsibilities and hours will be developed following an MSBA review.

Kirk reported that the Finance Working Group was unable to meet before the committee session but shared that he had emailed Justin several questions, which had since been addressed. He confirmed that all invoices appeared to be in order, with only a few questions remaining about the LBA contract amendment for soil pre-characterization. Justin suggested reviewing those items during the financial report rather than separately, and the committee agreed.

CPL Financial Review*

Justin Fredenzi presented the financial review, noting that the project budget remains unchanged as no construction contracts have been awarded. The construction contingency

stands at \$5,076,669, and the owner's contingency at \$1,257,726. One budget adjustment was recorded for the LBA Amendment No. 19, covering geotechnical services at \$113,000, reallocated from existing architectural services.

Additional commitments included LBA Amendment No. 20 for \$7,623 to cover a tree survey requested by the Tree Warden and a \$140 adjustment for Complete Cleaning Co. related to the modular refit.

Invoices presented for approval included \$1,700 from Gienapp Architects, \$30,252 from Colliers Project Leaders, \$484,745 from LBA, and \$2,740 from Complete Cleaning Co.

Justin also reviewed the project cash flow, noting that expenditures are slightly under target because invoices pending committee approval are not yet reflected. Once those are entered, the cash flow is expected to align with projections. Mike noted that going forward, the approval date will be entered at the time of the meeting to provide a more accurate reflection of cash flow.

Mike reviewed the pending commitments, beginning with a \$140 adjustment for Complete Cleaning Co. to cover additional work associated with the modular classroom refit. He then addressed the \$7,630 amendment for LBA to complete a detailed tree survey requested by the Tree Warden. While a general tree survey had been performed, the additional scope required identification of tree species and condition assessments. Mike noted that the design team collaborated with the Tree Warden and Town staff to refine the proposal and reduce the cost by approximately 10–15%.

Committee members raised questions regarding the necessity of the survey and the underlying requirement. Nancy Twomey pointed out that, under state law, only "public shade trees" along public ways require a public hearing, and questioned why the Town should pay for the identification of trees on school property that are not in conservation areas. Others echoed the concern, noting that a private developer would not face the same requirement and that nearly all trees on the site are expected to be removed due to grading and construction needs.

Justin and Mike acknowledged the concern and explained that the request likely stemmed from the Tree Warden's interpretation of best practices. They recommended proceeding with conditional approval of the \$7,630 amendment, pending confirmation from the Department of Public Works that the survey is indeed required. If it is determined unnecessary, the team will report back to the Committee before proceeding.

Additional discussion addressed whether replacement trees or a payment into a tree fund would be required. The team noted that while the bylaws in some nearby towns, such as Wayland or Weston, include replacement requirements for all trees, Reading's bylaws appear to apply only to public shade trees. Justin emphasized that the project includes a comprehensive landscape plan with significant tree and shrub plantings, ensuring that the final site will be properly restored and visually appealing. Mike noted that while the item was not immediately critical, it could become time-sensitive if the early site work package proceeds in January, as tree removal including some street trees along Hill Street would require proper permitting in advance. If the survey is confirmed as a permitting requirement, it should be completed soon; otherwise, it can be deferred.

On a motion by Pat Tompkins, seconded by Nancy Twomey, the Killam School Board Committee voted 8-0-0 to approve the Complete Cleaning Co amendment MSA in the amount of \$140.00 & approve LBA amendment #20 in the amount of \$7,630 for the expanded tree survey, contingent upon confirmation from the Town that the work is required 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.

The committee discussed the proposed \$113,806.00 LBA Amendment 19 for additional soil testing to determine whether the site's fill material is suitable for removal or reuse as part of a potential early site package. Mike explained that the original estimate assumed removal of roughly 40,000 cubic yards of soil but has since been refined to about 15,000 cubic yards after limiting the scope to the building footprint area. He noted that the testing is intended to confirm whether any of this soil contains contaminants, as disposal facilities require certification that the material is clean before accepting it.

Jenni Katajamaki clarified that testing is required when the soil includes fill material rather than undisturbed native soil, even if there is no known contamination history. Current state regulations require one test per 500 cubic yards of exported material. While some committee members questioned whether this level of testing was necessary given there are no indications of contamination, Jenni explained that the requirement is largely regulatory and unavoidable if the soil will be transported offsite.

The Committee also discussed the timing of the testing, and whether to conduct it now as part of the early site package or defer it until the general contractor is onboard. Conducting the testing early would allow the team to confirm soil conditions and avoid potential schedule delays later if contamination is discovered during excavation. However, some noted that performing it later could allow the contractor to use alternate means and methods, potentially reducing the overall cost.

To ensure an informed decision, it was agreed that the LBA, LSP, Geotechnical Engineer, Civil Engineer, and OPM team would meet with committee representatives Pat Tompkins and John Coote to review the technical approach, regulatory requirements, and schedule implications in more detail. The outcome of that meeting will help determine whether to proceed with the proposed testing and early site package.

Greg Stepler added that, from his experience, every project he has worked on has required an LSP and soil pre-characterization, and he expressed concern about delaying or questioning the need for it. He emphasized that this is not a minor issue—once soil is tested and transported offsite, it becomes the Town's legal responsibility in perpetuity, regardless of where it is disposed of. Greg cautioned that it would be risky to proceed without clearly understanding the regulatory requirements and obligations tied to soil testing and removal. He supported allowing Pat and John to meet with the project team to fully evaluate the rationale, but stressed the importance of treating the matter seriously and ensuring full compliance to protect the Town's interests.

Kirk McCormick raised concerns about schedule impact, cost, and how the proposal compared to similar projects. Mike explained that soil testing costs have risen due to stricter regulations and fewer landfills accepting soil. He noted that testing has become standard practice, especially on sites with fill materials, and confirmed through discussions with an LSP that the extent of testing depends on the fill conditions rather than natural soils.

Leigh Sherwood explained that soil testing is typically handled by the contractor during construction, but since this work is part of an early package, the cost appears upfront. He noted the testing is unavoidable, though proceeding now makes it an all-or-nothing scope. Without the early package, smaller sample testing could be done later. He added that, with Mike's help, the team reduced the cost to a more reasonable level after consulting with the geotechnical engineer.

John Coote emphasized that the group's role is to listen to expert recommendations and respond accordingly, asking Mike to clearly outline his preferred approach. Mike agreed and suggested that the committee hear directly from the LSP and civil engineer before he provides his final recommendation, ensuring transparency and clarity. The committee supported this plan, with members agreeing to proceed by reaching out to Pat and John to schedule a discussion soon and to make the soil testing approval contingent on that follow-up.

On a motion by Nancy Twomey, seconded by Pat Tompkins, the Killam School Board Committee voted 7-0-0 to approve LBA amendment #19 in the amount of \$113,806.00 for Soil Pre-characterization, contingent upon review with the professional team for J. Warren Killam Elementary School Project

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

On a motion by Nancy Twomey, seconded by Pat Tompkins, the Killam School Board Committee voted 7-0-0 to approve the LBA Invoice #22499 in the amount of \$484,745.00 for J. Warren Killam Elementary School Project.

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

On a motion by Nancy Twomey, seconded by Pat Tompkins, the Killam School Board Committee voted 7-0-0 to approve the Gienapp Invoice #682.29-5 in the amount of \$1,750.00 for J. Warren Killam Elementary School Project.

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

On a motion by Nancy Twomey, seconded by Pat Tompkins, the Killam School Board Committee voted 8-0-0 to approve the Colliers Invoice #1089820 in the amount of \$30,252.50 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 Pat Tompkins, the Killam School Board Committee voted 8-0-0 to approve the Complete Cleaning Co Invoices #14678 & #14679 in the total amount of \$2,740.00 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 the project schedule, noting it remains consistent with what was presented at previous meetings. LBA and Colliers are working toward the 60% Construction Document (CD) submission, which is scheduled for approval in November, followed by the start of the 90% CD phase. A meeting with the MSBA is also planned next week to review comments from the Design Development submission. He then discussed the two proposed early bid packages: one for the switchgear and generator, and another for the earthwork. Based on discussions with a contractor, supply chain delays continue to make early procurement of switchgear a prudent move. The generator, being smaller and more readily available, may be procured later if necessary. Mike recommended proceeding with the early package for the switchgear, emphasizing that unlike the generator, it cannot be temporarily replaced. The committee will review the earthwork package in the upcoming follow-up discussion.

The committee discussed the distribution of three Request for Proposal (RFP) packages for review: Material Testing Services, a Tax Consultant, and Peer Review services (including a state-mandated structural review and additional ADA/fire protection reviews requested by town staff). The RFPs combine standard and town forms, and a meeting was scheduled between project leaders (Justin, Jayne, Josh, and Katie) to reconcile these documents. A further RFP for a move manager is planned for a later date.

The timeline for these services varies; material testing is needed soon if early construction packages are pursued, and the tax consultant is needed early to maximize potential rebates. The peer reviews, while less urgent, are necessary before the 90% document submission in approximately 6-8 weeks. The committee decided to authorize the project team to advertise the RFPs publicly to solicit bids. A formal committee vote on awarding the contracts will take place later, once proposals have been received, leveled, and reviewed. Budget lines for the testing exist, but the tax consultant may require new budget allocation or discussion with the MSBA.

On a motion by Pat Tompkins, seconded by Nancy Twomey, the Killam School Board Committee voted 8-0-0 to authorize Colliers to work with Town staff to put out the RFPs for the testing inspection services, the peer reviews and the tax consultant.

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.

LBA Exterior Material Review

Jenni Katajamaki and Leigh Sherwood presented the exterior materials and noted that the review committee met several times over the summer to finalize exterior materials but had not previously presented their decisions to the full group. The committee reviewed a palette of durable, attractive, and cost-effective materials. The upper portions of the building will feature an orange brick, while the ground floor will have a slightly purplish brick. The base of the building will use ground-based CMU, known as Manchester block, with a granite-like finish; varying sizes are included to add visual texture. Wood-look phenolic panels will be used as accent elements in select areas for durability and low maintenance. All windows and doors will be anodized aluminum with a matte finish, and roof edges will feature metal that mimics warm zinc tones. Canopy areas will incorporate metal designed to appear like wood slats. The design intent focuses on warmth, texture, and human scale, particularly at the lower levels to create a more inviting experience. The committee discussed whether students had input on exterior design, and the design team clarified that while the exterior is intended to serve the broader community, the interior spaces will provide a playful, student-focused environment. The exterior materials are expected to be long-lasting, low-maintenance, and visually appealing. The committee expressed satisfaction with the selections, with no immediate action required, and noted that the interior material review will be presented at a future meeting.

Approval of Prior Meeting Minutes (09/08/25)*

The committee reviewed the draft minutes from the September 8th meeting and noted one correction: a typo in which 'WMS meeting' should be corrected to 'CPDC meeting'.

On a motion by Nancy Twomey, seconded by Pat Tompkins, the Killam School Building Committee voted 8-0-0 to approve the meeting minutes of September 08, 2025 as amended.

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.

Future Agenda Items & Next Meeting Dates

Carla Nazzaro discussed future agenda items and confirmed upcoming meeting dates: Wednesday, November 12th (to accommodate Town Meeting), December 15th.

Adjourn*

On a motion by Nancy Twomey, seconded by Pat Tompkins, the Killam School Building Committee voted 8-0-0 to adjourn at 9:00 pm.

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.