



Foxborough Regional Charter School

Facilities Committee Meeting

Published on May 13, 2022 at 9:26 AM EDT

Date and Time

Thursday May 19, 2022 at 8:00 AM EDT

Meeting Format

Whether in person or online, the public is welcome to attend Board Meetings and have access to meeting minutes. Meetings are held once a month and additionally, as determined by the Board Chair. All meeting Agendas are posted to the school website at least 48 hours in advance of each public meeting.

During the meeting, the Board follows the published agenda and works through business. Audience members are not part of the formal discussion or deliberations, but may raise their hand to add brief comment or ask clarifying questions. Meetings start promptly on time as noted on the agenda.

Agenda

| | Purpose | Presenter | Time |
|---|----------------------------|----------------|----------------|
| I. Opening Items | | | 8:00 AM |
| A. Record Attendance - Roll Call | | Annie Azarloza | |
| B. Call the Meeting to Order | | Badawi Dweik | |
| II. Facilities | | | |
| A. Open projects | Discuss | Annie Azarloza | |
| Facilities update | | | |
| a. | ES roof | | |
| b. | ES entrance way (door) | | |
| c. | Demolition of yellow house | | |
| e. | MS roof project | | |

| | Purpose | Presenter | Time |
|--|---------|----------------|------|
| f. Fiber optic pip run | | | |
| B. FY23 Capital projects | Discuss | Annie Azarloza | |
| III. Other Business | | | |
| A. Middle School Roof Proposals | Vote | Annie Azarloza | |
| Vote to advance Proposal(s) to the Board of Trustees | | | |
| IV. Closing Items | | | |
| A. Approve Minutes | Vote | Annie Azarloza | |
| B. Adjourn Meeting | Vote | Badawi Dweik | |

The listed matters are those reasonably anticipated by the Chair to be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may be brought up for discussion to the extent permitted by law.

Coversheet

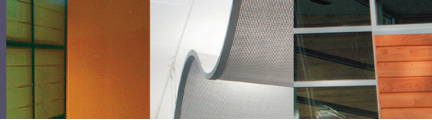
Middle School Roof Proposals

Section: III. Other Business
Item: A. Middle School Roof Proposals
Purpose: Vote
Submitted by:
Related Material: Foxborough Regional Charter School - LFA - 2022-0218.pdf
Proposal_FRCS Roofing.pdf
MS Roof Bid analysis.xlsx

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VISION³ ARCHITECTS



February 18, 2022

Kevin Heyden
Facilities Manager
Foxborough Regional Charter School
131 Central Street
Foxborough, MA 02035

**RE: Letter Form of Agreement
Foxborough Regional Charter School
Middle School Roof Replacement
131 Central Street, Foxborough, MA 02035**

Dear Kevin:

We look forward to working with you and the people at Foxborough Regional Charter School, (the Owner).

PROJECT DEFINITION:

The Project is generally limited to the review of existing conditions and the design of a new roof system at the Foxborough Regional Charter School – Middle School, located at 131 Central Street, Foxborough, MA. The roof has an approximate area of 55,000 s.f., with a combination of flat and low sloped roofs, over several different roof elevations. The existing roof material is a combination of EPDM membrane roofing and tar/gravel built-up roofing. The Project scope includes removal of the existing roofing and insulation (down to the existing roof deck, which is assumed to remain) and replacement with a new roofing system including new insulation (with an R-value to meet energy code), cover board, and membrane.

To the extent possible, existing rooftop mechanical equipment, and systems will remain. Where required to be adjusted due to the new roof, existing rooftop items will be removed, raised, and reinstalled, including new roof supports. It is assumed that the existing roof drains will be need to be replaced at all existing locations. New overflow drains are not included in the scope of basic services. If required, the design of overflow drains will be an additional service. All of the existing roof edge coping will be removed and replaced with new roof edge coping. The new coping will be slightly taller than the existing to accommodate the increased depth of the new roofing system. It's also assumed the existing metal panels at the raised portions of the building, will need to be

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modified/replaced to accommodate the new roof thickness and the required minimum height for roof membrane flashings.

The Owner intends to have the Project constructed over the summer of 2022 and it is intended to be bid to multiple contractors. The Owner has established a preliminary construction budget of +/- \$2,000,000 for the project.

SCOPE OF BASIC SERVICES:

Vision 3 Architects (Architect) will provide architectural services for the Project. Basic Services will not include the services of engineering consultants.

We have included optional additional service fees for the inclusion of mechanical, electrical, plumbing and structural engineering as indicated below, and in the fee section.

PREDESIGN:

Basic Services during this phase include:

1. Initial meeting with Owner to review existing conditions and determine the project objectives.
2. Field verification and observation of existing conditions area by representatives of all consultants. Field work will be based on existing conditions information provided by the Owner.
3. Collection and preliminary review of pertinent project information, i.e. applicable codes, regulations, design criteria, etc.
4. Preparation of an existing conditions roof plan.
5. The Architect will review and coordinate project scope with Owner provided coring information.

SCHEMATIC DESIGN:

Basic Services during this phase include:

1. The Architect shall review the information collected and prepared during Pre-design to determine the requirements and design direction for the Project.
2. Make recommendations to the Owner for the most prudent design direction including equipment, and system relocations and adjustments.
3. Based on the Owner's scope of work, additional roof insulation is required to be added to the roof, some of the existing rooftop mechanical equipment, supports, etc. will need to be raised. We have proposed Building Engineering Resources as Mechanical (HVAC) and Electrical Engineers to assist us in the scope of this work as an optional additional service.
4. The Schematic Design shall establish and describe the approved design direction and shall consist of product data and other documents in adequate detail, for the Owner to obtain a construction cost estimate for the proposed work. It is our understanding the Schematic Design Cost Estimate, if required, will be prepared by the Owner's separate consultant.

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5. Architect shall attend up to one (1) meeting to review the Owner provided Schematic Design Cost Estimate.

CONSTRUCTION DOCUMENTS:

Basic Services during this phase include:

1. Based on the Owner's approval of Schematic Design documents, and on the Owner's confirmation of a construction budget, the Architect shall prepare Construction Documents to communicate the desired results of the Project, and documents in sufficient detail to allow the Client to receive competitive bids for the Work described. Documents will be suitable for permitting.
2. The Architect shall communicate with the Client's independent consultants, if any, and shall coordinate work with the plans and specifications developed by any such consultants if they are made available to the Architect in a timely manner.
3. Project specifications will be included on the drawings.

BIDDING ASSISTANCE / CONSTRUCTION PHASE SERVICES:

The Architect shall provide, as part of Basic Services, Project Administration during bidding and construction for those items included within the Scope of the Architect's Work.

Project Administration shall consist of the following:

1. Attend one (1) pre-bid meeting with the Client.
2. Provide assistance for Construction Document clarification during bidding.
3. Provide in-office interpretation of Construction Documents necessary for the proper execution of the Work during construction.
4. Process shop drawings and other submittals from contractor for work as specified on Construction Documents.
5. Visit the site at intervals appropriate to the stage of construction, or at the request of the Client to determine, in general, if the Work is proceeding in accordance with Contract Documents. Field visits performed as part of Basic Services shall be limited to four (4) monthly visits and one Final Punch List visit by the Architect. Optional additional services of engineering consultants will include one (1) visit by the structural engineer and two (2) by the MEP engineer.

ASSUMPTIONS:

The following assumptions relate to the performance of Basic Services:

1. Attendance at Planning, Zoning, or other special meetings/hearings; and, preparation of any supplemental documentation for same are not included.

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2. Cost estimating is not included as part of Basis Services. It is assumed these services will be provided by the Owner.
3. Existing building assessment for compliance with current codes outside of the area of renovation is not included, nor are any services related to "non-work" areas that are, or may be required to be brought up to current Building Code standards.
4. Civil engineering and fire protection services are not included.
5. Structural, mechanical, electrical and plumbing engineering services are not included as part of basic services. If approved by the Owner, these services can be provided as optional additional services as noted in the fee section of the agreement.
6. Specification information will be included on the drawings.
7. Services related to the detection or removal of hazardous materials are not included.
8. Services related to the specification of furnishings and equipment are not included.
9. Services related to LEED design and certification are not included.
10. Revisions to completed Construction Documents for the purpose of reducing construction costs are not included.
11. Separate drawings packages for bidding, permitting and construction are not included; we anticipate one package at the completion of the Construction Document phase. If separate packages are required, they can be provided upon request for an Additional Service.
12. Design of mechanical equipment screens, if desired or required by local planning or zoning regulations, shall be an Additional Service.
13. Phased drawing packages and/or construction phase services are not included.
14. Value engineering services; including meetings, recommendations, and document revisions are excluded.
15. Services related to the development of a construction impairment plan for the fire protection and fire alarm systems or any requirements to meet NFPA 241 Standard for Safeguarding Construction, Alteration, and Demolition Operations, are not included.
16. It is our understanding that sample roof cores have been performed and a report has been generated. We assume that information will be available for the Architect's use in designing the new roofing system, and any additional sampling or exploratory investigation will be provided by the Owner.
17. The assumed construction duration for the Project is sixteen (16) weeks. If construction extends beyond the assumed duration, the Architect will prepare an additional services supplement for an extension of Construction Phase services.
18. Due to global health concerns regarding the Coronavirus, and the effects the pandemic is having on our business, our employees, and the disruption to our performance of services, we are unable to guarantee completion of services (or individual phases thereof) within a stated timeline. We will endeavor to perform services in a timely manner, as expeditiously as is consistent with the Architect's Standard of Care and the orderly progress of the Project.
19. For the near future, project meetings shall be held remotely via Zoom or other web-based meeting technology.

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20. During the pandemic, construction site visits will be performed in-person to the extent possible, assuming that site conditions allow for field visits to occur in compliance with CDC Guidelines and state Department of Health requirements. If site conditions do not accommodate in-person visits, they will be performed virtually.

COMPENSATION:

REIMBURSABLE EXPENSES:

Reimbursable expenses are out-of-pocket costs incurred by the Architect and the Architect’s consultants during the course of the Project and include: travel, printing, express mail, CAD plots, etc. Reimbursable expenses are billed at 1.15 times the actual cost for same to the Architect.

PAYMENTS:

Billing is based on the percentage complete of Basic Services, plus payment for Reimbursable Expenses and authorized Additional Services. Payment in full is due upon receipt of invoice. Please note, payments past due more than forty-five (45) days from the date of original invoice will be charged interest at the rate of 1½% per month on the unpaid balance.

FEE:

We propose a fixed fee as outlined in the options below for performance of Basic Services as indicated herein. Payments for Basic Services during each phase shall be as follows:

Design-Build MEP Option

| | |
|---|-----------------|
| Predesign | |
| Architect | \$ 4,270 |
| Code Consultant Allowance | \$ 2,200 |
| Schematic Design | |
| Architect | \$ 8,290 |
| Construction Documents | |
| Architect | \$ 32,680 |
| Construction Phase Services | |
| Architect | \$ 17,130 |
| <hr/> | |
| Total Fixed Fee for Design-Build Option | \$64,570 |

Optional Additional Services with Engineering Consultants

| | |
|---------------------------|-----------|
| Predesign | |
| Architect | \$ 4,270 |
| MEP Engineers | \$ 5,500 |
| Code Consultant Allowance | \$ 2,200 |
| Schematic Design | |
| Architect | \$ 8,290 |
| MEP Engineers | \$ 4,125 |
| Construction Documents | |
| Architect | \$ 32,680 |
| MEP Engineers | \$ 13,750 |
| Structural | \$ 1,650 |

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| | | |
|--|--|-----------------|
| Construction Phase Services | | |
| Architect | | \$ 17,130 |
| MEP Engineers | | \$ 6,875 |
| Structural | | \$ 550 |
| Total Fixed Fee inclusive of Engineering Consultants | | \$97,020 |

ADDITIONAL SERVICES

Any services not included as part of Basic Services are Additional Services, and must be pre-authorized by the Owner before performance of same. Additional Services of the Architect are billed at the Architect’s standard hourly rates for the personnel involved.

Additional Services of consultants are billed at 1.1 times amounts billed to the Architect for same. Hourly rates for services of the Architect and the Architect's consultants as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices.

If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect’s services beyond that time shall be compensated for as Additional Services. The Architect shall notify the Owner in writing at the time of implementation of this provision of the Agreement.

HOURLY RATES:

The following are the Architect’s standard hourly rates:

| | | | |
|------------------------|--------------|--------------------------|--------------|
| Principal | \$205 / hour | Senior Interior Designer | \$120 / hour |
| Associate Principal | \$175 / hour | Staff Architect | \$110 / hour |
| Senior Associate | \$175 / hour | Interior Designer | \$110 / hour |
| Associate | \$145 / hour | Senior Job Captain | \$105 / hour |
| Studio Director | \$145 / hour | Job Captain | \$95 / hour |
| Senior Project Manager | \$135 / hour | Architectural Designer | \$85 / hour |
| Project Architect | \$120 / hour | Intern | \$50 / hour |
| Project Manager | \$120 / hour | | |

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CLOSING:

If this Agreement meets with your approval, please sign and return a copy for our files. We will require a signed copy of this Agreement to begin work. If you have any questions, please call...we look forward to working with you.

Sincerely,

VISION 3 ARCHITECTS

Paul M. Hauser, AIA, NCARB, LEED AP.
Principal

For Foxborough Regional Charter School:

By: _____ Title: _____ Date: _____

Refer to attached General Provisions for additional Terms and Conditions of this Agreement.

INVOICING INFORMATION

This section shall be completed by the Owner.

Contact Name: _____

Company Name: _____

Billing Address: _____

E-mail Address: _____

Phone: _____

Invoice type (check one, or both):

E-mailed Hard Copy

Will P.O. # be issued for invoicing:

Yes No

Interested in making payment via ACH*:

Yes No

* If yes, our Director of Finance will contact you directly via secure email containing payment information.

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GENERAL PROVISIONS:

ENVIRONMENTAL AND HEALTH HAZARDS: The Owner agrees, notwithstanding any other provisions of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, his or her officers, principals, employees, agents and consultants from and against any and all claims, suits, demands, liabilities, losses or costs, including reasonable attorneys' fees and defense costs, resulting or accruing to any and all persons, firms, and any other legal entity, caused by, arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the jobsite, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action.

PUBLIC RESPONSIBILITY: The Owner recognizes that both the Owner and the Architect owe a duty of care to the public that requires them to conform to applicable codes, standards, regulations and ordinances, principally to protect public health and safety. The Architect will do his or her best to alert the Owner to any matter that requires the Owner's immediate action to protect public health and safety or conform to applicable codes, standards, regulations or ordinances. Should the Owner decide to disregard the Architect's recommendations in these respects, the Owner agrees the Architect has the right to employ his or her best judgment in deciding whether to notify public officials or take other appropriate action. The Owner agrees the Architect should not be held liable in any respect for reporting or failing to report said conditions. Accordingly, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold the Architect harmless from any claim, liability or cost (including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from the Architect's notifying or failure to notify public officials.

LIMITATION OF LIABILITY: In recognition of the relative risks and benefits of the project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect and his or her consultants to the Owner for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Architect and his or her consultants to the Owner shall not exceed the Architect's total fee for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

OWNERSHIP OF INSTRUMENTS OF SERVICE: All reports, plans, specifications, field data and notes, and other documents, including all documents on electronic media prepared by the Architect and his or her consultants as instruments of service shall remain the property of the Architect.

SUSPENSION / TERMINATION OF SERVICES: If the Owner fails to make payments when due or otherwise is in breach of this agreement, the Architect may suspend or terminate performance of services upon five (5) calendar days' notice to the Owner. The Architect shall have no liability whatsoever to the Owner for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Owner.

Either the Owner or the Architect may terminate this Agreement at any time with or without cause upon giving the other party five (5) calendar days prior written notice. The Owner shall within thirty (30) calendar days of termination pay the Architect for all services rendered and all costs incurred up to the date of termination, in accordance with the Compensation provisions of this Agreement.

PAYMENT: Payment of invoices is not subject to unilateral discounting or back-charges by the Owner, and payment is due regardless of suspension or termination of this agreement by either party.

RESOLUTION OF DISPUTES:

General: The parties shall commence all claims against the other arising out of or related to this Agreement within the period specified by applicable law, but in no case more than 10 years after the date of the Owner's occupancy of the Work for its intended use.

Mediation: Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition prior to binding dispute resolution.

Mediation shall be administered in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association currently in effect. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

If the parties do not resolve a dispute through mediation, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

Collection Costs: In the event legal action is necessary to enforce the payment terms of this Agreement, the Architect shall be entitled to collect from the Owner any judgment or settlement sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by the Architect in connection therewith and, in addition the reasonable value of the Architect's time and expenses spent in connection with such collection action, computed according to the Architect's prevailing fee schedule and expense policies.

WAIVER OF CONSEQUENTIAL DAMAGES: To the fullest extent permitted by law, neither the Owner nor the Architect, its subconsultants and subcontractors, shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall

Kevin Heyden
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include, but not be limited to loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty.

VERIFICATION OF EXISTING CONDITIONS: Inasmuch as the remodeling and/or rehabilitation of an existing building requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold the Architect harmless from any claim, liability or cost (including reasonable attorneys' fees and costs of defense) for injury or economic loss arising or allegedly arising out of unforeseen existing conditions, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Architect.

LIMITED CONSTRUCTION PHASE SERVICES: The Architect shall visit the project on a limited basis as stated in this Agreement during construction to observe the progress and quality of the Contractors' work. The Owner has not retained the Architect to make regular or detailed inspections or to provide regular or continuous project administration and observation services during construction. The Architect does not guarantee the performance or, and shall have no responsibility for, the acts or omissions of any Contractor, Subcontractor, Supplier or any other entity furnishing materials or performing any work on the project.

If the Owner desires more extensive project administration or observation or full-time project representation, the Owner shall request such services be provided by the Architect as Additional Services in accordance with the terms of this Agreement.

JOB SITE SAFETY: Neither the professional activities of the Architect, nor the presence of the Architect and the Architect's employees and Consultants at a construction/project site shall relieve the Contractor of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the work in accordance with the construction documents and any health or safety precautions required by any regulatory agencies. The Architect and his or her personnel have no authority to exercise any control over any construction Contractor or their employees in connection with their work or any health or safety precautions. The Owner agrees that the Contractor is solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Owner's agreement with the Contractor. The Owner also agrees that the Owner, the Architect and the Architect's Consultants shall be indemnified and shall be made additional insureds under the Contractor's general liability insurance policy.

BETTERMENT: Betterment means that a person who is damaged because of another's mistake should be entitled to recoup losses caused by that mistake, but not benefit because of it.

If, due to the Architect's error, any required item or component of the Project is omitted from the Architect's construction documents, the Architect shall not be responsible for any costs to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event will the Architect be responsible for any cost or expense that provides betterment, upgrade or enhancement of the Project.

FIDUCIARY RESPONSIBILITY: The Owner confirms that neither the Architect, nor the Architect's consultants has offered any fiduciary service to the Owner, and no fiduciary responsibility shall be owed to the Owner by the Architect or the Architect's consultants as a consequence of the Architect's entering into this agreement with the Owner.

STANDARD OF CARE: The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

ADVERTISING: The Architect shall have the right to include representations of the designs of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials, inclusive of usage on the Architect's website and social media accounts (specifically LinkedIn and Instagram). The Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect on the construction sign, and in any authorized reuse of the Architect's Instruments of Services (i.e. renderings, photographs, models, drawings, etc.) in the promotional materials the Owner prepares or releases for the Project.

GOVERNING LAW: The laws of the State of Massachusetts will govern the validity of this agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that state.

INTEGRATION: This Agreement comprises the final and complete agreement between the Owner and the Architect. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had any questions explained by independent counsel and is satisfied. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Owner and the Architect.

END OF GENERAL PROVISIONS



Studio umbra

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www.studio-umbra.com

November 12, 2021

Mr. Kevin Heyden
131 Central St
Foxborough, MA 02035

Re: Design Proposal
Foxborough Regional Charter School Reroofing
131 Central St, Foxborough, MA 02035

Dear Mr. Heyden,

In accordance with your request, we are pleased to provide this proposal for professional services for the Foxborough Regional Charter School Reroofing project.

Project

Foxborough Regional Charter School is comprised of a series of one story connected masonry buildings. These buildings are currently roofed with tar and gravel and EPDM, and it is expected they include minimal insulation that does not comply with current requirements of the International Energy Efficiency Code (IEEC). The buildings to be altered within this proposal are marked in the aerial view below, and account for approximately 52,000 s.f.:



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Foxborough Regional Charter School Reroofing
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The goal of the project is to improve the roofing system of the buildings, which has passed its useful life. The scope of the project is to remove the existing EPDM roof and the Tar and Gravel roof to bare sheathing and replace any identified damaged sheathing during demolition. The new roofing will consist of a gypsum underlayment, new rigid insulation to meet IBC and IECC requirements, protection board on top of the insulation, and a PVC single membrane roofing with walkway pads. The roof drainage system will be evaluated for capacity and upgraded as needed as part of the project to meet the applicable Code requirements. The roof edges will be addressed to the roof drainage system. Additionally, all rotted wood trim at roof edges will be replaced with PVC trim, any unnecessary dunnage or roof accessories currently not in use will be demolished, and any boarded up roof exhausts will be sealed with new sheathing and roofing.

Some water infiltration has been noted where low-slope roofing meets a masonry wall, and it appears to be caused by improper flashing against the brick wall. To address this, new through-wall flashing will be installed at these low roofs, requiring some masonry work at these conditions. This is expected to impact the low roofs at both sides of the library building.

With the added insulation, it will be necessary to remove the siding of the roof pop up structures over the corridors. This will allow us to create a new perimeter curb around these structures to raise their height and accommodate an appropriate curb flashing. The old and unused louver vents will be removed, and these structures will then be re-sided with insulated metal panel.

Finally, a new roof access hatch with access ladder will be designed to provide access to the roof from the interior of the building. The new access hatch will be located at an existing interior storage room against a masonry wall, between the roof trusses. To achieve this, an existing mechanical piece of equipment and associated piping will need to be moved and rerouted to accommodate the required space. A new steel fixed ladder will be attached against the masonry wall. Safety devices for the roof, including ladder standoffs and roof tie-off points will be provided for added maintenance safety.

No existing documents regarding the affected buildings' roofs are available. This proposal includes the work associated with the necessary assessment and developing of existing condition drawings as needed to develop the roofing construction documents.

Based on the requested scope of work to replace this 52,000 s.f. roof structure, as well as all associated work as described in the project and scope of work sections, we expect the construction cost to be approximately \$2,100,000.00 to \$2,500,000.00, which will be confirmed during the cost estimation exercises at schematic design and construction document phases.

Scope of Work

The following is a list of tasks that will be addressed by Studio Umbra:

- **Existing Conditions** - Assessment and modeling of existing conditions as required to perform the work, including measuring of roof premises and coordination with trades.

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- **Architecture** - Develop design to replace the existing roof, including:
 - Demolish existing Tar and Gravel roofs and EPDM roofs down to substrate, including any insulation at EPDM roofs. Demolish any existing wood and metal fascia and trim at existing roofs. Demolish all unnecessary equipment and equipment curbs no longer in use. Demolish existing siding at roof structures.
 - Design new roof assembly consisting of PVC roofing membrane, protection board, R-30 min. Poly Iso insulation (Consider existing sheathing accounts for R5), and air/vapor barrier.
 - Design new roof edge conditions accounting for increase in roof thickness, including PVC trim to replace rotted wood, and pre flashed aluminum trim and snap caps at roof edges. Use of PT lumber to build up roof edge around added insulation.
 - Develop roof drainage layout, slope insulation ¼" per foot min. towards roof drains.
 - Develop new insulated siding at pop up structures, covering all removed louvers.
 - Develop new roof hatch and ladder at storage room.
 - Provide roof ladder brackets and reinforced roofing to access all roof locations.
 - Design roof floor protection, including perimeter tie off brackets, and railing at roof hatch if required.
- **Structural Engineering** - Perform a structural wind pressure review and report for the new gabled roof assembly. Design reinforcement necessary for new roof access hatch, and repair and extension of HVAC equipment support framing
- **Mechanical and Electrical Engineering** – Identify roof equipment no longer necessary to be demolished. Prepare construction drawings and specifications necessary for disconnection, reconnection, and adjustment of ducting for all roof HVAC equipment needed to be removed for roofing work.
- **Plumbing Engineering** – Develop roof drainage calculations and report. Design new upgraded roof drainage system to meet the required roof drainage capacity. Relocate existing mechanical equipment within storage room to provide room required for roof access hatch and ladder. Develop project specifications for all associated work.
- **Cost Estimating** - Provide conceptual cost estimate for the construction work to be performed, based on approved design with intent to stay within established budget for the construction document set. Architect will include appropriate contingencies for design, bidding or negotiation, price escalation, and market conditions.
- **Asbestos Abatement** – Develop technical specification for the Asbestos Abatement.
- **Perform Milestone Submissions**, including:
 - Kick Off

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- Conduct on-site survey of existing conditions and collect all existing data pertaining to the project.
 - Analyze all applicable codes and regulations.
- Schematic Design
 - Prepare and submit Schematic Design drawings
 - Prepare and submit a cost estimate in CSI format.
- Construction Documents
 - Prepare and submit Construction Drawings, incorporating comments from meeting.
 - Prepare and submit final Specifications.
 - Update and submit a cost estimate in CSI format.
 - Develop final Bid set – incorporate any comments included with the Construction Set approval.
- Bidding Phase
 - Provide technical assistance to the School relative to questions and requests for clarifications received from potential bidders.
 - Prepare any and all addenda required during the bidding phase.
 - Attend a pre-bid conference.
- Construction Administration Phase
 - Schedule and conduct four (6) field site meetings. Provide field report one (1) week after meeting, including minutes and any RFI or change orders discussed.
 - Review and act upon shop drawings and submittals.
 - Respond to RFI's and provide technical assistance in interpreting contract documents.
 - Review construction process to ensure compliance with Contract documents.
 - Review and recommend action relative to Contractor's Request for Payments.
 - Prepare punch list and final completion documents.

Fees

Based upon the above understanding, we propose a lump sum design fee as follows:

| | |
|----------------------------------|-----------------|
| • Architecture | \$ 56,600.00 |
| • Structural Design | 4,600.00 |
| • Plumbing Design | 19,500.00 |
| • Mechanical / Electrical Design | 4,500.00 |
| • Cost Estimation | 6,500.00 |
| • Asbestos Abatement | <u>1,300.00</u> |

Total **\$ 93,000.00**

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Fee payment breakdown by Milestone

- Design
 - Schematic Design Set (60% Submission) \$ 37,200.00
 - Construction Document Set (100% Submission) 37,200.00
- Construction Administration 18,600.00

Services not Included in Proposal

The following is a list of services and items that are not covered under this proposal:

- Any Engineering or consultant services not specifically included in this proposal, or structural design beyond the review required for wind load design. In the event any engineering services besides from those provided in the proposal are required to perform the work, they will be billed separately to the client with prior approval.
- Division of the remaining work after the initial construction document phase into separate projects or phases.
- Any architectural or design services beyond what is outlined in scope of work.
- Construction permits. Studio Umbra will facilitate sealed and signed construction documents to apply for permit by the selected general contractor, who will apply and pay for construction permit.
- Any Governmental Permit Fee.
- Any deliverables beyond those defined under Deliverables.
- Any community meetings or presentations besides those shown in scope of work.
- Photorealistic renderings or scale models.
- Lead / Asbestos testing in addition to any performed to date.

Please contact me anytime to discuss the above. We look forward to the opportunity of working with you on this project.

Sincerely,



Eugenio Fernandez, AIA
Studio Umbra

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Professional Services Terms and Conditions

Billings/Payments: Invoices will be submitted monthly by the DESIGN PROFESSIONAL, in the DESIGN PROFESSIONAL's standard format, to the CLIENT for services and reimbursable expenses and, unless other mutually satisfactory arrangements have been made between the CLIENT and the DESIGN PROFESSIONAL, are due upon receipt. The invoices shall be considered past due if not paid within 30 days after the invoice date and the DESIGN PROFESSIONAL may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT or others, suspend the performance of services. A finance charge will be assessed in the amount of 1.5% per month on unpaid balances. In the event any portion of the account remains unpaid 60 days after billing, the CLIENT shall pay the DESIGN PROFESSIONAL's collection costs, including reasonable attorney's fees. If the CLIENT fails to make payment to the DESIGN PROFESSIONAL in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by the DESIGN PROFESSIONAL. Payment of invoices is in no case subject to unilateral discounting or set-offs by the CLIENT, and payment is due regardless of suspension or termination of the Agreement by either party.

Access to Site: Unless otherwise stated, the DESIGN PROFESSIONAL will have access to the Site for activities necessary for the performance of the services, such access will be arranged by the CLIENT. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the DESIGN PROFESSIONAL will take precautions to minimize damage due to these activities, but shall not be held responsible for the restoration of any resulting damage.

Information Provided by Others: The CLIENT shall furnish, at their own expense, all information, requirements, reports, data, surveys and instructions required by this agreement. The DESIGN PROFESSIONAL may use all such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

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

Hidden Conditions and Hazardous Materials: A condition is hidden if it cannot be investigated by reasonable visual observation or records reviewed as customary in the performance of the services being rendered. If the DESIGN PROFESSIONAL has reason to believe that such a condition may exist, the DESIGN PROFESSIONAL shall notify the CLIENT who shall authorize and pay for costs associated with the investigation of such a condition and, if necessary, costs necessary to correct said condition. If (1) the CLIENT fails to authorize such investigation or correction after due notification, or (2) the DESIGN PROFESSIONAL has no reason to believe that such a condition exists, the CLIENT is responsible for all risks associated with this condition, and the DESIGN PROFESSIONAL shall not be responsible for the existing condition nor any resulting damages to persons or property. Unless specifically agreed upon prior to the commencement of service, the DESIGN PROFESSIONAL shall have no responsibility for the discovery, presence, handling, removal, disposal, or exposure of persons to hazardous materials of any form.

Buried Utilities: The DESIGN PROFESSIONAL and/or its authorized subconsultant will conduct the research that in its professional opinion is necessary with respect to the assumed locations of underground

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improvements. Such services by the DESIGN PROFESSIONAL or its subconsultant will be performed in a manner consistent with the ordinary standard of care. The CLIENT recognizes that the research may not identify all underground improvements and that the information upon which the DESIGN PROFESSIONAL relies may contain errors or may not be complete. The CLIENT agrees, to the fullest extent permitted by law, to waive all claims and causes of action against the DESIGN PROFESSIONAL and anyone for whom the DESIGN PROFESSIONAL may be legally liable, for damages to underground improvements resulting from subsurface penetration locations established by the DESIGN PROFESSIONAL.

Construction Observation: The CLIENT hereby retains the DESIGN PROFESSIONAL to visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the CLIENT and DESIGN PROFESSIONAL, in order to observe the progress and quality of the work completed by Contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the DESIGN PROFESSIONAL to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the design. **It is understood and agreed that if the Consultant's Scope of Services under this Agreement does not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided for by the Client. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and the Client waives any claims against the Consultant that may be in any way connected thereto.**

Defects in Service: The CLIENT shall promptly report to the DESIGN PROFESSIONAL any defects or suspected defects in the DESIGN PROFESSIONAL's services of which the CLIENT becomes aware, so that the DESIGN PROFESSIONAL may take measures to minimize the consequences of the defect. Failure by the CLIENT and the CLIENT's contractors and subcontractors to notify the DESIGN PROFESSIONAL shall relieve the DESIGN PROFESSIONAL of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Indemnifications: The DESIGN PROFESSIONAL and the CLIENT mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability or cost (including reasonable attorneys' fees and defense costs) to the extent caused by their own negligent acts, errors or omissions and those of anyone for whom they are legally liable, and arising from the project that is the subject of this agreement. Neither party is obligated to indemnify the other in any manner whatsoever for the other's own negligence.

Risk Allocation: To the maximum extent permitted by law, the DESIGN PROFESSIONAL's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement, from any cause or causes, shall not exceed the total amount of \$100,000 or the DESIGN PROFESSIONAL's fee. Such causes include, but are not limited to, the DESIGN PROFESSIONAL's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

Consequential Damages: Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the CLIENT or the DESIGN PROFESSIONAL, their employees, agents, subconsultants, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

Dispute Resolution: Any claim or dispute between the CLIENT and the DESIGN PROFESSIONAL shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s).

Ownership of Documents: All documents produced by the DESIGN PROFESSIONAL under this Agreement shall remain the property of the DESIGN PROFESSIONAL and will not be used by the CLIENT for any other endeavor without the consent of the DESIGN PROFESSIONAL. CLIENT agrees to indemnify and hold harmless DESIGN PROFESSIONAL from any claims that arise due to the reuse, or misuse of the work documents.

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Unauthorized Changes: In the event that the CLIENT consents to, allows, authorizes, or approves of changes to any plans, specifications, or other documents, and the DESIGN PROFESSIONAL does not approve these changes in writing, the CLIENT recognizes that such changes and results thereof are not the responsibility of the DESIGN PROFESSIONAL. Therefore, the CLIENT agrees to release the DESIGN PROFESSIONAL from any liability arising from the construction, use, or result of such changes.

Governing Law: The CLIENT and the DESIGN PROFESSIONAL agree that all disputes arising out of or in any way connected to this Agreement, its validity, interpretation and performance, and remedies for breach of contract, or any other claims related to this Agreement shall be governed by the laws of the State of Massachusetts.

Assignment: Neither party to this Agreement shall transfer, sublet, or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

Subconsultants: The DESIGN PROFESSIONAL may use the services of subconsultants when, in the DESIGN PROFESSIONAL's sole opinion; it is appropriate and customary to do so.

Extent of Agreement: This Agreement comprises the final and complete agreement between the CLIENT and the DESIGN PROFESSIONAL. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had any questions explained by independent counsel, and is satisfied. Amendments to this Agreement shall not be binding unless made in writing and signed by both the CLIENT and the DESIGN PROFESSIONAL.

Additional Services: Services not explicitly detailed in this Agreement will be considered additional and subject to increased project fees. Additional services will not be provided without the CLIENT's prior authorization to proceed.

Termination: Either party may terminate this Agreement upon 10 calendar day's written notice. In the event of termination, the CLIENT shall pay the DESIGN PROFESSIONAL for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Severability: Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

Timeliness: The DESIGN PROFESSIONAL will perform its services with due and reasonable diligence consistent with sound professional practices.

Delays: The DESIGN PROFESSIONAL is not responsible for delays caused by factors beyond the DESIGN PROFESSIONAL's reasonable control. When such delays beyond the DESIGN PROFESSIONAL's reasonable control occur, the CLIENT agrees the DESIGN PROFESSIONAL is not responsible for damages, nor shall the DESIGN PROFESSIONAL be deemed to be in default of this Agreement.

Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. [Adobe Reader](#):

MS Roof Bid analysis.xlsx