



Foxborough Regional Charter School

Facilities Committee Meeting

Published on January 9, 2023 at 6:25 PM EST
Amended on January 10, 2023 at 2:02 PM EST

Date and Time

Thursday January 12, 2023 at 6:00 PM EST

Location

Zoom

Meeting Format

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

During the meeting, the Board and its committees follow the published agenda. Gallery members are not part of the formal discussion or deliberations. Those wishing to speak at a meeting are asked to follow our [Privilege of the Floor Policy](#). To request to speak at a meeting, please complete the following [google form](#) before the start of the meeting.

Agenda

	Purpose	Presenter	Time
I. Opening Items			6:00 PM
A. Record Attendance		Lesly Michelot	1 m

	Purpose	Presenter	Time
B. Call the Meeting to Order		Badawi Dweik	
C. Approve Minutes	Approve Minutes		5 m
Approve minutes for Facilities Committee Meeting on May 19, 2022			
D. Approve Minutes	Approve Minutes	Badawi Dweik	15 m
Approve minutes for Facilities Committee Meeting on July 15, 2022			
E. Approve Minutes	Approve Minutes		5 m
Approve minutes for Facilities Committee Meeting on August 9, 2022			

II. Facilities 6:26 PM

- a. Additional cameras added in the ES
- b. Water fountains added to HS gym and cafetorium
- c. mini projects completed by the facilities team during the winter break: patching a section of the ES roof, repairing and painting classroom walls in the MS

A. Capital Project FY23	Discuss	Lesly Michelot	15 m
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- a. MS Roof presentation done Eugenio Fernandez Ventosa the designer working on the roof project

B. Solar Project	Discuss	Lesly Michelot	10 m
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Presentation by Tom Philbin

III. Capital Projects FY23 6:51 PM

- a. MS Roof presentation done Eugenio Fernandez Ventosa the designer working on the roof project

A. Vote	Vote	Badawi Dweik	5 m
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Vote to approve to the Studio Umbra proposal

IV. Closing Items 6:56 PM

A. Adjourn Meeting	Vote		
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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

Approve Minutes

Section: I. Opening Items
Item: C. Approve Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Facilities Committee Meeting on May 19, 2022



Foxborough Regional Charter School

Minutes

Facilities Committee Meeting

Date and Time

Thursday May 19, 2022 at 8:00 AM

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.

Committee Members Present

Annie Azarloza (remote), Badawi Dweik (remote), Josette Perkins (remote), Kevin Heyden (remote), Mike Cournoyer (remote), Sergio Martin (remote), Todd Tetreault (remote)

Committee Members Absent

None

I. Opening Items

A. Record Attendance - Roll Call

B. Call the Meeting to Order

II. Facilities

A. Open projects

Badawi describes the purpose of the facilities committee and the goals. He states we will be inviting more people to be part of the committee.

Update on ES roof – materials brought in next week and repairs to occur the following week and will take a week to complete. No cost as the roof is under warrant.

Update on ES Entrance door – 3 week job; won't happen until after school lets out so it will be an FY23 expense. Rough estimate is \$23k; the committee decided to use FY22 to purchase the materials and that the labor expense will fall under FY23.

Update on demo of yellow house – 3rd quote came in and Karen now has it. The house did not pass Title V; there is an asbestos abatement; town says we must demolish.

Committee chair request that we add this item to the 5/23 board meeting to report on.

Tan house is being used as the business office (5 offices). Green house is being used as office space and is an auxiliary space for HS students. We will be moving our data team to this house and our interim deputy director. It was once considered for a daycare facilities, but did not meet the town requirements to use for this purpose.

Update on fiber optics pipe run – the purpose is that the houses can be on the our network. Committee would like this work to be done in FY22.

Update on ES floor tiling – 2nd floor classrooms will be completed this summer. Cost is \$300k. FY23 will pick up the cost of the entire first floor tiling.

B. FY23 Capital projects

III. Other Business

A. Middle School Roof Proposals

Studio Umbro was recommended to the committee as for the roof designer. It was the lowest quote, provided the most services, appeared to be the most knowledgeable; and was referred by Joe Bello who has worked with our school for over 20 years. Studio Umbro will also be our project manager during the actual roof replacement. He will be involved from start to finish. The committee would like to explore if we can put solar panels on our room. Committee tabled the design roof selection until we explore solar panels for not only the MS, but for HS and ES too. Kevin will connect with Studio Umbro

to see if he can work in the solar panels. Mike and Kevin will work together to connect with solar panel companies to gain more information on potentially the installation of them.

IV. Closing Items

A. Approve Minutes

B. Adjourn Meeting

Next facilities committee meeting will be 6/9 at 8:00. Committee decided to meet one week prior to the monthly board meeting on Thursdays at 8:00 AM.

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 9:01 AM.

Respectfully Submitted,
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

Approve Minutes

Section: I. Opening Items
Item: D. Approve Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Facilities Committee Meeting on July 15, 2022



Foxborough Regional Charter School

Minutes

Facilities Committee Meeting

Date and Time

Friday July 15, 2022 at 8:00 AM

Location

Via Zoom

Committee Members Present

Annie Azarloza (remote), Badawi Dweik (remote), Kevin Heyayden (remote), Lesly Michelot (remote), Mike Cournoyer (remote), Sergio Martin (remote), Todd Tetreault (remote)

Committee Members Absent

Josette Perkins

I. Opening Items

A. Record Attendance - Roll Call

B. Call the Meeting to Order

Badawi Dweik called a meeting of the Facilities Committee of Foxborough Regional Charter School to order on Friday Jul 15, 2022 at 8:00 AM.

II. Facilities

A. Open projects

Solar Panels - Tom Philbin sent a proposal to the committee.

Tom explained there is a lot of space for solar. He visited our accounts (National Grid). He can arrange for audits and secure proposals. It will allow us to "on bill" financing and we would have a positive cash flow immediately. We'd have a 10-20% reduction in utilities. Virtual solar is also a possibility although we cannot exceed more than our savings

B. FY23 Capital projects

Entrance way of elementary school - foundation exists and the door has been order. Work will be completed next month.

Demo of 137 Central St in Foxboro- process has started, permit secured, utilities contacted; asbestos was found and needs to be removed before demo begins. Demo will occur in August. Fire dept. would like to do some training before it comes down.

ES office build out - Kevin met with block Construction and they will start next week. Work to be completed by August 1.

ES Flooring - 2/3 done. All should be completed next month.

Studio Umbro and solar panels - Kevin has been playing phone tag with them. He is reaching to determine if including solar panels will affect design proposal.

III. Other Business

A. Lesly Michelot, new Director of Operations and new committee member introduced himself and talked a about his experience in education (15 years) and his time as a lawyer for the last 10 years.

Rental space - the monthly lease rate is \$2750. Kevin has the lease and will forward it. The landlord will take care of the build out for an increase in the monthly lease rate. It's a 24 month lease.

IV. Closing Items

A. Approve Minutes

Badawi Dweik made a motion to approve the minutes from June 9, 2022 Facilities Committee Meeting on 06-09-22.

Todd Tetreault seconded the motion.

The committee **VOTED** unanimously to approve the motion.

Badawi Dweik made a motion to approve the minutes from June 23, 2022 Facilities Committee Meeting on 06-23-22.

Annie Azarloza seconded the motion.

The committee **VOTED** unanimously to approve the motion.

B. Adjourn Meeting

Todd Tetreault made a motion to adjourn meeting at 8:58 AM.

Annie Azarloza seconded the motion.

The committee **VOTED** unanimously to approve the motion.

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:58 AM.

Respectfully Submitted,
Annie Azarloza

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

Approve Minutes

Section: I. Opening Items
Item: E. Approve Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Facilities Committee Meeting on August 9, 2022



Foxborough Regional Charter School

Minutes

Facilities Committee Meeting

Date and Time

Tuesday August 9, 2022 at 8:00 AM

Location

Via Zoom

Committee Members Present

Annie Azarloza (remote), Badawi Dweik (remote), Kevin Heyayden (remote), Lesly Michelot (remote), Mike Cournoyer (remote), Todd Tetreault (remote)

Committee Members Absent

Sergio Martin

I. Opening Items

A. Record Attendance - Roll Call

B. Call the Meeting to Order

Badawi Dweik called a meeting of the Facilities Committee of Foxborough Regional Charter School to order on Tuesday Aug 9, 2022 at 8:00 AM.

II. Facilities

A. Open projects

ES Entrance was discussed and it was decided that this project would be pushed to the summer of 2023 because it wouldn't be possible to complete before students returned.

The demolition of the yellow house is still on schedule to be torn down by the end of the month.

Per conversations with Tom Philbin adding solar panels to the district would be a great cost saver to the district. The committee felt we should move forward with the project.

Refurbishing the floors in the Applied Learning was approved by the Director of Operations in order to create usable office space for district employees.

B. FY23 Capital projects

ES flooring phase 2 was completed going over budget by \$12,000

III. Closing Items

A. Approve Minutes

B. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 9:00 AM.

Respectfully Submitted,
Lesly Michelot

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

Vote

Section: III. Capital Projects FY23
Item: A. Vote
Purpose: Vote
Submitted by:
Related Material: Proposal_FRCS Roofing_R1.pdf



Studio umbra

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January 5, 2023

Mr. Kevin Heyden
131 Central St
Foxborough, MA 02035

Re: Design Proposal_R1
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.

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.
- **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

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 Foxborough Regional Charter School Reroofing
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- 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. Any work in addition to the disconnection and reconnection of the existing equipment will require an additional fee.
 - **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. In the event that current site drainage needs to be increased, the services of a civil engineer will need to be procured, and the fee will be considered an additional services to be billed to the client separately with previous approval.
 - **Cost Estimating** - Provide 1 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	\$ 68,000.00
• Structural Design	12,000.00
• Mechanical / Electrical / Plumbing Design	30,000.00
• Cost Estimation	9,500.00
• Asbestos Abatement	<u>2,500.00</u>

Total **\$ 122,000.00**

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Fee payment breakdown by Milestone

- Design
 - Schematic Design Set (60% Submission) \$ 51,000.00
 - Construction Document Set (100% Submission) 51,000.00
- Construction Administration 20,000.00

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.
- Civil Engineering – in the event that the services of a civil engineer are required to complete the work, they will be billed separately to the client with prior approval.

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.