



# Foxborough Regional Charter School

## Board Meeting

Published on December 14, 2023 at 3:08 PM EST

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### Date and Time

Thursday December 21, 2023 at 8:00 AM EST

### Location

Join Zoom Meeting

<https://foxboroughrcs-org.zoom.us/j/89374272888?pwd=THBZOUV3SGVYRUIYSWVmUC9UYUxwQT09>

Meeting ID: 893 7427 2888

Passcode: 875853

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### 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.

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### Agenda

	Purpose	Presenter	Time
<b>I. Opening Items</b>			<b>8:00 AM</b>
<b>A.</b> Record Attendance			1 m
<b>B.</b> Call the Meeting to Order			1 m
<b>C.</b> Approve Minutes	Approve Minutes		10 m
July through December, 2023 Approve initially and/or publish approved minutes			
<b>II. Finance &amp; Facilities</b>			<b>8:12 AM</b>
<b>A.</b> Elementary School Roof	Vote	Matthew Yezukevich	1 m
<b>III. Closing Items</b>			<b>8:13 AM</b>
<b>A.</b> 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

## Elementary School Roof

**Section:** II. Finance & Facilities  
**Item:** A. Elementary School Roof  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Proposal\_FRCS Roofing\_Elementary School\_FINAL.pdf



## Studio umbra

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Quincy, MA 02269 t. 617.481.1627 www.studio-umbra.com

December 8, 2023

Mr. Tony Pina  
Senior Project Manager  
Terva Corporation

Re: Design Proposal  
Foxborough Regional Charter School – Elementary School Reroofing  
35 Commercial Street, Foxborough, MA 02035

Dear Mr. Pina,

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

### **Project**

The Foxborough Regional Charter School Elementary school building consists of a steel framed masonry building with a 45,000 s.f. low slope roof broken into 2 levels: a main roof level and the top of a roof mechanical penthouse. The main roof is accessed by a centrally located access hatch and ladder, and the penthouse roof is accessed by a surfaced mountain caged ladder. Both roofs are in significant deterioration, as they appear to consist of a PVC (or similar) single-ply membrane that has been patched with an acrylic rolled-on sealer. Spotting can be seen throughout the membrane, indicating areas where water can infiltrate, and a corner area shows significant damage because of a recent storm. This damaged area is allowing significant water to infiltrate the elevator machine room and damage the equipment, additionally the use of the rolled-on acrylic sealer makes repairs difficult, since it reduces the chance of adhesion between layers.

This proposal includes the work associated with the assessment, design, and construction administration for the Foxborough regional Charter School Elementary School building roof replacement. We are additionally including the analysis of the existing mechanical systems for the school, currently housed within the penthouse structure,

### **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.
  - Perform drone scan to map existing conditions.
  - Assess existing roof devices and equipment to establish what remains, what is demolished and what is replaced based on current use, condition and need.
  - Assess Penthouse Mechanical equipment to establish a replacement strategy and phasing, should the owner chose to replace it.

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- **Architecture** - Develop design to replace the existing roof, including:
  - Demolish existing single ply roofs down to substrate, including any insulation and membranes. Demolish any existing fascia and trim at existing roofs. Demolish all unnecessary equipment and equipment curbs no longer in use. Demolish existing masonry as needed at penthouse structure for new through wall flashing.
  - Design new roof assembly consisting of PVC roofing membrane, protection board, R-30 min. rigid insulation, and air/vapor barrier. Roof to have walkway pads and edge protection as needed.
  - Design new roof edge conditions accounting for increase in roof thickness, including 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  $\frac{1}{4}$ " per foot min. towards roof drains.
  - Develop new roof hatch and ladder at stair. Consider enclosing stair landing for student safety.
  - Provide new roof ladder at penthouse.
  - Design roof floor protection, including perimeter tie off brackets, and railing at roof hatch if required.
  - Replace all through wall flashing around penthouse masonry walls.
- **Structural Engineering** - Perform a structural wind pressure review and report for the new roof assembly.
  - **Additional task 1** – If selected, calculate and compare RTU replacement weights and loads, as well as dunnage location and capacity in support of new penthouse located mechanical equipment.
- **Mechanical and Electrical Engineering** – Identify roof equipment no longer necessary to be demolished. Prepare construction drawings and specifications necessary for disconnection and reconnection as needed to be removed for roofing work.
  - Develop feasibility study - Includes an existing conditions analysis of all rooftop and penthouse HVAC equipment and associated electrical appurtenances, along with recommendations regarding maintaining or replacing each piece of equipment.
- **Plumbing Engineering** – Develop roof drainage calculations and report. Replace roof drainage system to meet the required roof drainage capacity. 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.

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- **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** – Perform hazmat testing and develop technical specification for the Asbestos Abatement.
  
- **Perform Milestone Submissions**, including:
  - Kick Off and Conceptual Design
    - Conduct on-site survey of existing conditions and collect all existing data pertaining to the project.
    - Analyze all applicable codes and regulations.
    - Prioritize Mechanical penthouse assessment to facilitate decision making and possible phasing.
  - 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
    - Attend weekly field site meetings for a duration of 3 months. 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.

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**Fees**

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

• Architecture	\$ 75,000.00
• Structural Design (Roof load and code review)	4,000.00
• Mechanical / Electrical	15,000.00
• Plumbing	12,000.00
• Cost Estimation	9,300.00
• Asbestos Abatement	<u>2,800.00</u>

**Total** **\$ 118,100.00**

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Fee payment breakdown by Milestone

• Design	
• Schematic Design Set (50% Submission)	\$ 18,315.00
• Design Development (75% Submission)	24,420.00
• Construction Document Set (100% Submission)	46,840.00
• Construction Administration	30,525.00

**Additional Tasks**

The following tasks are optional and outside of basic services. These have been identified as beneficial due to information obtained from the RFQ or our experience developing roofing projects:

• Replacement of penthouse mechanical equipment (number to be revised after study phase by mechanical engineers).	
○ Mechanical / Electrical Engineering	14,875.00
○ Cost Estimator	2,000.00
○ Architecture	10,500.00
○ Structural	9,000.00
<b>TOTAL</b>	<b>32,375.00</b>
• Design of Whole Roof Lightning Protection system	
○ Mechanical / Electrical Engineering	5,775.00
○ Architecture	1,400.00
<b>TOTAL</b>	<b>7,175.00</b>

**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

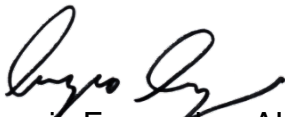
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engineering services besides those provided in the proposal are required to perform the work, they will be billed separately to the client with prior approval.

- 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.
- Any items mentioned under Additional Tasks, unless specifically accepted by owner.
- 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

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that in its professional opinion is necessary with respect to the assumed locations of underground 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

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harmless DESIGN PROFESSIONAL from any claims that arise due to the reuse, or misuse of the work documents.

**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.