

# PERMANENT BUILDING COMMITTEE SCHOOL BUILDING SUB-COMMITTEE MEETING AGENDA



Meeting Date: September 19, 2023  
Meeting Time: 6:30 PM  
Project Name: Clinton Middle School  
Project Number: 202000640305  
Meeting Purpose: SBC Meeting No. 016  
Meeting Location: ZOOM  
Meeting Link: <https://us06web.zoom.us/j/82807387737?pwd=c0E5QitBVkU2Vjh0TElVb0YzTVZwdz09>  
Meeting ID: 828 0738 7737  
Passcode: 859559  
One tab Mobile: +13126266799,,82807387737#,,,,\*859559# US (Chicago)

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1. Call to Order & number of voting members present:
2. Senior Center Carriage Housing Invoice No.002 for approval, in the amount of \$145,112.50
3. Previous Topics and Approval of August 22, 2023, Meeting Minutes:
4. Project Budget Update
  - 4.1. LPA|A Amendment#004 Request for approval
5. Invoices for Approval:
  - 5.1. DWMP invoice #013, for the month of August, in the amount of \$15,000.00
  - 5.2. LPA|A Invoice #008, for the month of August, in the amount of \$35,540.00
6. MSBA Board of Directors Update
7. LPA|A Update
8. Construction Delivery Methodology Discussion and Vote
  - 8.1. If CM at Risk is voted to proceed, Designation of the Qualification, Proposal, and Interview voting members need to be established and approved.
9. Community Outreach
10. Other Topics not Reasonably Anticipated 48 hours prior to the Meeting.
11. Public Comment
12. Next Meetings
13. Adjourn:

# APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO PAGES

TO OWNER Town of Clinton  
242 Church Street  
Clinton, MA 01510

PROJECT: Clinton Senior Center  
Exterior Painting and Repairs

APPLICATION NO: 2

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

PERIOD TO: August 2023

FROM CONTRACTOR:

VIA ARCHITECT:

**Fox Painting Co., Inc.**  
23 Park St / PO Box 630  
Arlington, MA 02474

PROJECT NO:

CONTRACT FOR: Exterior Painting Clinton Senior Center

CONTRACT DATE 5/30/2023

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	210,000.00
2. Net change by Change Orders	\$	58,000.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	268,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	228,000.00
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	\$	11,400.00
b. 0 % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	11,400.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	216,600.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	71,487.50
8. CURRENT PAYMENT DUE	\$	145,112.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	51,400.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$40,000.00	\$0.00
Total approved this Month	\$18,000.00	\$0.00
TOTALS	\$58,000.00	\$0.00
NET CHANGES by Change Order	\$58,000.00	

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

CONTRACTOR: Fox Painting Co, Inc.

By: SAM Bouboulis

Date: 8/2

State of: Massachusetts

County of: Middlesex  
day of August 2023

Subscribed and sworn to before me this 21

Notary Public: CINDY A. REYNOLDS

My Commission expires: 10/05/2029



## ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 145,112.50

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

ARCHITECT: DIXON, SLO & REYNOLDS, INC.

By: [Signature]

Date: 8/7/23

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

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE TWO OF TWO PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 2  
APPLICATION DATE:

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

PERIOD TO:

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

PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)  5%
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	Bond	\$5,250.00	\$5,250.00	\$0.00		\$5,250.00	100%	\$0.00	\$262.50
2	Mobilization (Lift, porta potty, container)	\$20,000.00	\$20,000.00	\$0.00		\$20,000.00	100%	\$0.00	\$1,000.00
3	Scrape / wood repair	\$70,000.00	\$50,000.00	\$20,000.00		\$70,000.00	100%	\$0.00	\$3,500.00
4	Full Prime	\$54,750.00	\$0.00	\$54,750.00		\$54,750.00	100%	\$0.00	\$2,737.50
5	Apply 2 coats of paint	\$60,000.00	\$0.00	\$60,000.00		\$60,000.00	100%	\$0.00	\$3,000.00
6	Change Order 1 - Exterior of Barn	\$40,000.00	\$0.00	\$0.00		\$0.00	0%	\$40,000.00	\$0.00
7	Change Order 2 - Exterior Wood Repair	\$18,000.00	\$0.00	\$18,000.00		\$18,000.00	100%	\$0.00	\$900.00
8									
9									
10									
	<b>GRAND TOTALS</b>	<b>\$268,000.00</b>	<b>\$75,250.00</b>	<b>\$152,750.00</b>	<b>\$0.00</b>	<b>\$228,000.00</b>	<b>85%</b>	<b>\$40,000.00</b>	<b>\$11,400.00</b>

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

PERMANENT BUILDING COMMITTEE  
SCHOOL BUILDING COMMITTEE SUB-COMMITTEE  
MEETING MINUTES



Project: Clinton Middle School  
Subject: School Building Committee Meeting  
Location: ZOOM  
Distribution: Attendees, Project File  
MSBA Module: 3- Feasibility Study

Project No: 202000640305  
Meeting Date: 08/22/2023  
Time: 6:30 PM  
Prepared By: E. Grijalva

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**Meeting Agenda**

1. Call to Order
2. Senior Center Housing Invoice and Change Order
3. Previous Topics and Approval of July 18, 2023, Meeting Minutes
4. Invoices and Commitments for Approval
5. Facilities Assessment Subcommittee Update
6. LPA | A Update
7. Construction Delivery Method Discussion Only
8. Other Topics not Reasonably Anticipated 48 hours prior to the meeting
9. Public Comment
10. Next Meeting
11. Adjourn

Name	Affiliation
Brendan Bailey	School Committee Chair
Steven Meyer*	Superintendent – PBC Member
Chris McGown *	Chair of PBC- Head of DPW
Chris Magliozzi*	Vice-Chair of PBC
Michael Moran*	PBC Member
Brian Delorey*	PBC Member
Kelly Turcotte	Special Education Parent Advisory
Trip Elmore	DWMP- Project Director
Elias Grijalva	DWMP – Assistant PM
Peter Caruso	LPA   A – Project Manager
Sean Brennan	LPA   A – Project Architect
Eric Moore	LPA   A – Sr. Project Architect
Tina	Public
Joel Bates	Public
Sam Dov	Public

Item No.	Description	Action
15.1	<b>Call to Order: 6:32 PM</b> meeting was called to order by PBC Chair, C. McGown with <b>5</b> of <b>7</b> members in attendance.	Record
15.2	<p><b>Senior Center Carriage Housing Invoice and Change Order Approval:</b></p> <p><b>Fox Painting Co, Application for Payment No.001 Request, in the amount of <u>\$71,487.50</u></b></p> <p>A motion to approve Fox Painting Co. application for payment request, in the amount of <u>\$71,487.50</u> was submitted by <b>C. Magliozi</b> and seconded by <b>M. Moran</b>.</p> <p><b>Discussion:</b> None  <b>Roll Call Vote:</b> C. Magliozi (Y), M. Moran (Y), B. Delorey(Y) S. Meyer (Y), C. McGown (Y)  <b>Abstentions:</b> None</p> <p>All in favor, motion passes.</p> <hr/> <p><b>Fox Painting Co, Change Order Request, in the amount of <u>\$18,000.00</u></b></p> <p>A motion to approve the Fox Painting Co, Change Order Request, in the amount of <u>\$18,000.00</u> was submitted by <b>B. Delory</b> and seconded by <b>C. Magliozi</b>.</p> <p><b>Discussion:</b>  <b>B. Delorey</b> asks if we have the funds to pay for this.  <b>C. McGown</b> confirms there are funds available. Currently, the project is still under budget.  <b>Roll Call Vote:</b> C. Magliozi (Y), M. Moran (Y), B. Delorey(Y) S. Meyer (Y), C. McGown (Y)  <b>Abstentions:</b> None</p> <p>All in favor, motion passes, July 18, 2023, meetings are certified as approved.</p>	Record
15.3	<p><b>Previous Topics &amp; Approval of July 18, 2023, Meeting Minutes:</b> A motion to approve the 07/18/2023 meeting minutes was submitted by <b>S. Meyer</b> and seconded by <b>M. Moran</b>.</p> <p><b>Discussion:</b> None.  <b>Roll Call Vote:</b> C. Magliozi (Y), M. Moran (Y), B. Delorey(Y) S. Meyer (Y), C. McGown (Y)  <b>Abstentions:</b> None</p> <p>All in favor, motion passes, July 18, 2023, meetings are certified as approved.</p>	Record
15.4	<p><b>Invoices and Commitments for Approval</b></p> <p><b><u>Invoice 1: DWMP Invoice #012, for the month of July, in the amount of \$15,000.00</u></b></p> <p>A motion was made by <b>B. Delory</b> and seconded by <b>S. Meyer</b> for the approval of the DWMP July invoice.</p>	Record

**Discussion:** None.

**Roll Call Vote:** C. Magliozi (Y), M. Moran (Y), B. Delorey(Y) S. Meyer (Y), C. McGown (Y)

**Abstentions:** None

All in favor, motion passes to approve DWMP July invoice.

**Invoice 2: LPA|A Invoice #007, for the month of July, in the amount of \$52,700.00**

A motion was made by **B. Delory** and seconded by **C. Magliozi** for the approval of the LPA|A July Invoice.

**Discussion:** None.

**Roll Call Vote:** C. Magliozi (Y), M. Moran (Y), B. Delorey(Y) S. Meyer (Y), C. McGown (Y)

**Abstentions:** None

All in favor, motion passes to approve LPA|A July invoice.

**LPA|A Amendment No.003 Request for Approval, in the amount of \$17,600.00**

**T. Elmore** explains this amendment is for the survey required to finalize the deed. National Grid has requested a new survey to be completed, due to the existing survey being 20 years old, therefore a new survey is needed to finalize the Deed.

**C. Magliozi** asks if there is a source for this fund.

**T. Elmore** confirms that the funds are available.

The motion was made by **B. Delory** and seconded by **S. Meyer**, for the approval of LPA|A Amendment No.003.

**Discussion:** None.

**Roll Call Vote:** C. Magliozi (Y), M. Moran (Y), B. Delorey(Y) S. Meyer (Y), C. McGown (Y)

**Abstentions:** None

All in favor, motion passes to approve LPA|A July invoice.

15.5

**Facilities Assessment Subcommittee (FAS) Update**

Record

**The following items were topics of discussion during the FAS meeting:**

- Appreciation of the Educational Program and responses to comments.
- Opportunity to increase World Language program offerings for all students including English Learners.
- Consideration to adjust Health and Physical Education program schedules to extend throughout the school year.
- Proposed use and staffing considerations for the proposed Media Center and Maker Space.

- The size of the proposed parking in relation to the building as well as refinements to integrate safety measures, designated parking areas and green space; (combined what were two bullets)
- Anticipated further refinement of the building massing to clarify scale and volumes, character, and experience upon entry.
- Appreciation of the layout of the academic and public spaces.
- Distribution and use of Special Education spaces and DESE submittal process.
- Student class size and age requirements related to sub-separate classrooms within a 4-8 grade configuration; and,
- Opportunities for renewable energy use such as geothermal wells, solar panels and other potential energy saving resources.

**Discussion:** None

15.6

**LPA | A Update**

Record

**S. Brennan** demonstrates the updated floor plans, site plan, and traffic patterns, since the Preferred Schematic Report submission on June 20, 2023. (Refer to the meeting packet for visual slides)

**Key differences in Updated floor plans**

- Common spaces are now the collaborative space.
- Color reinforces wayfinding to identify grade neighborhoods.
- Locker rooms switched sides giving more opportunities for further efficiency.
- Locations of Skylights that will bring light into the 2<sup>nd</sup> and 1<sup>st</sup> floors
- The upper floor can view into the Gymnasium.
- Bathrooms have sinks on the exterior side without doors, which reduces the amount of loitering.

**S. Brennan** talks about the new energy code and its implications for projects funded by the Massachusetts School Building Authority.

**Old Base Requirement:**

- LEED for Schools Certified or NE-CHPS Verified
- Exceed Current Energy Code by 10%
- Specific IAQ Points Required – LEED or NE-CHPS

**Previously for an Additional 2% reimbursement:**

- Exceed current energy code by 20%

**Base Requirement**

- LEED for Schools Silver or NE-CHPS Verified
- Meeting new Stretch Code
- Minimum IAQ Points – LEED or NE- CHPS
- **For an additional 3%:** meet OPT in Specialized Code
- **For an additional 1%:** Achieve two additional IAQ points in LEED or CHPS
- **4% additional available in total**

	<b>Discussion:</b>	
15.7	<p><b>Construction Delivery Method Discussion Only:</b></p> <p>T. Elmore explains the different construction delivery methods: CM at Risk (MGL Chapter 149a) versus Design Bid Build (MGL Chapter 149).</p> <p><b><u>Project owner requirements and considerations are as follows:</u></b></p> <ul style="list-style-type: none"> <li>• Budget Impact</li> <li>• Design</li> <li>• Schedule</li> <li>• Risk Assessment (repair project, lack of swing space, impact on School),</li> <li>• Owners Expertise</li> </ul> <p><b><u>MGL 149: Design – Bid- Build Facts</u></b></p> <ul style="list-style-type: none"> <li>• You are purchasing a building in accordance with plans and specifications.</li> <li>• Selection is bid/price based (lowest bidder wins)</li> <li>• Design is finished, then the bid to GC and subcontractors (After MSBA PFA) – You will not know the number until after.</li> <li>• Traditional Massachusetts project delivery method</li> <li>• Sealed bid, fixed price</li> <li>• Contract value based on a “lump sum” amount.</li> <li>• “Closed Book” construction budget accounting</li> </ul> <p><b><u>MGL Chapter 149a: CM at Risk Facts</u></b></p> <ul style="list-style-type: none"> <li>• You are hiring a construction manager firm that manages the construction of buildings and provides input during the design process. They will help estimate the project and review the drawings. They are part of the team.</li> <li>• Selection is qualifications and cost based.</li> <li>• CM provides pre-construction (Prior to MSBA PFA) &amp; and construction services. – This option costs a little more, but it is helpful when creating our budget. They will have more input on schedule, phasing, and logistics.</li> <li>• CM participates in the sub-contractor prequalification process.</li> <li>• Option for early release bid packages or “fast-track” schedules – If the design is finishing in October and we want to start construction the following summer, we have the option to do an early release package for site work, abatement, demolition, etc. This allows work to start earlier.</li> <li>• Contract value based on a “Guaranteed Maximum Price (GMP)” Cost of work + General Conditions + negotiated CM Fee</li> <li>• GMP Assembled with assumptions and allowances for phasing/ logistics (during schematic design – potential for additional reimbursement for unforeseen items.</li> <li>• “Open Book” construction budget accounting.</li> </ul>	Record

### **CM @ Risk Selection Process – 2 ½ to 3 months duration**

- 1) OIG Application
- 2) Form Prequalification / CM Selection Committee
- 3) Develop an Issue RFQ with the owner.
- 4) Develop and issue an RFP with the owner.
- 5) Conduct Interviews
- 6) Select Top choice, Construction Manager

### **Design Bid Built: Advantages**

- Familiar delivery method
- Simple procurement process to manage.
- Lowest price proposed & accepted.
- Simple accounting (GC/GR)

### **Construction Manager At Risk: Advantages**

- Qualifications-based selection
- The builder assists with budgeting, logistics and constructability.
- Schematic Design Estimate (reconciled) set budget (Prior to MSBA PFA)
- Fast track scheduling allows the use of Early Release Packages (ERP)
- CM joins the “Team” during the design phase and provides input as documents are developed.
- Negotiations and a “Team” atmosphere reduce the likelihood of claims and schedule extensions.
- CM assumes risk for project cost and schedule.

### **➤ DBB: Disadvantages**

- Linear process: may mean longer schedule durations.
- Construction cost not known until bids received; may require re-design/rebid (AFTER PFA)
- The designer must develop a project phasing and schedule approach.
- GC project management, safety, and field supervision is minimal.
- Increased probability of disputes/claims
- No GC input in design, planning, constructability, or budgeting
- Full costs not realized until completion.

### **➤ CMR: Disadvantages**

- Requires OPM/Design team to be familiar with the GMP model.
- The two-step procurement process takes time.
- Additional CM costs related to preconstruction services.

### **Conclusions**

- DBB is best suited for less complicated/complex projects with a straightforward design.
- CMR is best suited for complicated/complex project design, phasing, logistics, and schedule management challenges, or strict schedule limitation.

**Discussion:**

**M. Moran** asked who determines the fee schedule for CM @ Risk.

**T. Elmore** explains once we prequalify construction managers, we then issue an RFP Request for Proposals. The CM applicants will then submit a proposal that includes a fee amount, and project team member rates, which will ultimately determine the fee schedule.

**C. Magliozzi** do the design professionals have any opinion about how much value is gained by going CM @ Risk?

**S. Brennan** responded that there is a lot less work, it allows less time for this committee to spend on reviewing and processing the information and potentially holding up the flow of construction.

**P. Caruso** states that he is a big supporter of CM @ Risk. The process is more integrated with the team and we're able to descope the non-file subcontractors alongside the CM.

**T. Elmore** empathizes that this is an open-book process, you get a chance to see what's behind the scenes.

**C. McGown** when do we decide which path to go?

**T. Elmore** replies at the next PBC meeting, in September.

**C. McGown** after the vote, how do we start the process of choosing the Construction Manager?

**T. Elmore** states first we get the vote, then we submit an application to the Inspector General which may take up to sixty-plus days to get the application reviewed by the Office of Inspector General. We anticipate it will take a minimum of three to four months to get the CM on board. Then we want them on board two to three months prior to the submittal of the schematic design. Once we bring them on board, we put in the contract that they're being hired for a stipend, typically around twenty-five to thirty thousand, and then we are obligated to pay them that amount to help us get an estimate for the schematic design submission, produce a schedule, and do a phasing plan. (Refer to CM Selection Process slide)

15.8

**Other Topics not Reasonably Anticipated 48 hours prior to the Meeting:**

**Discussion:** None

Record

15.9

**Public Comment:**

Record

	<b>T. Elmore</b> mentions that National Grid has approved the survey scope per conversation with Mike Ward.	
15.10	<b><u>Next Meeting:</u></b>  09.19.2023 – CMS Building Committee Remote @ 6:30 PM – Location: TBD 10.17.2023 – CMS Building Committee Remote @ 6:30 PM – Location: TBD  <b>Discussion:</b> None	Record
15.11	<b><u>Adjourn: 7:22 PM</u></b> A motion was made by <b><u>M. Moran</u></b> and seconded by <b><u>C. Magliozi</u></b> to adjourn the meeting.  <b>Discussion:</b> None. <b>Roll Call Vote:</b> C. Magliozi (Y), M. Moran (Y), B. Delorey(Y) S. Meyer (Y), C. McGown (Y) <b>Abstentions:</b> None  All in favor, the meeting is adjourned.	Record

Sincerely,

DORE + WHITTIER

Elias Grijalva

Assistant Project Manager

Cc: Attendees, File

The above is my summation of our meeting. Please contact me for incorporation into these minutes if you have any additions and/or corrections.

September 19, 2023

**Project Name:** Clinton Middle School

**Subject:** Budget Update

1. **Invoice(s):** recommended for payment

Vendor	Invoice	Amount
Dore + Whittier	13	\$15,000
LPAA	8	\$35,540
		<b>\$50,540</b>

2. **New Commitment(s):** recommended for approval

Vendor	Amendment No.	Amount
LPA   A	4	<b>\$ 11,935.00</b>
		<b>\$11,935</b>

3. **Budget Revision Request(s):** -

4. **MSBA Reimbursement Status:**

PR No.	Payment Request Date	Submitted Amount	Ineligible Project Costs	Eligible Project Costs	Eligible Grant	Recommended Payment Amount	MSBA Last Payment Date	MSBA Payment Amount
1	10/26/2022	\$18,000	\$0	\$18,000	\$12,557	\$0	12/15/2022	\$12,557
2	12/12/2022	\$9,968	\$635	\$9,333	\$6,511	\$0	1/6/2023	\$6,511
3	1/24/2023	\$17,000	\$0	\$17,000	\$11,859	\$0	2/16/2023	\$11,859
4	3/3/2023	\$46,250	\$0	\$46,250	\$32,264	\$0	3/30/2023	\$32,264
5	5/4/2023	\$100,896	\$256	\$100,640	\$70,206	\$0	5/25/2023	\$70,206
6	8/3/2023	\$138,945	\$195	\$100,640	\$96,792	\$0	9/8/2023	\$96,792
7	9/18/2023	\$67,700	\$0	\$67,700	\$47,228	\$47,228		
<b>Total</b>		<b>\$398,759</b>				<b>\$47,228</b>		<b>\$230,189</b>

# ATTACHMENT F

## CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. 4

**WHEREAS**, the Town of Clinton (‘Owner’) and Lamoureux Pagano Associates|Architects, (the ‘Designer’) (collectively, the ‘Parties’) entered into a Contract for Designer Services for the Clinton Middle School December 20<sup>th</sup>, 2022; and

**WHEREAS**, effective as of September 19, 2023, the Parties wish to amend the Contract:

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants contained in this Amendment, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Owner hereby authorizes the Designer to perform additional services relative to Geotechnical testing and a Fire Hydrant Flow Test, pursuant to the terms and conditions set forth in the Contract, as amended.
2. For the performance of services required under the Contract, as amended, the Designer shall be compensated by the Owner in accordance with the following Fee for Basic Services:

Fee for Basic Services:	Original Contract	After this Amendment
Feasibility Study Phase	\$ 250,000	\$ 250,000
Schematic Design Phase	\$ 350,000	\$ 350,000
Design Development Phase	\$	\$
Construction Document Phase	\$	\$
Bidding Phase	\$	\$
Construction Phase	\$	\$
Completion Phase	\$	\$
Amd. #1 – Hazardous Material Inspec. & Environmental Assessment	\$ 8,140	\$ 8,140
Amd. #2 – Land Survey Services	\$ 28,600	\$ 28,600
Adm. #3 - Site Surveying Services	\$ 17,600	\$ 17,600
Amd. #4 – Geotechnical Testing Svcs	\$	\$ 10,010
Amd. #4 – Fire Hydrant Flow Test	\$	\$ 1,925
<b>Total Fee</b>	<b>\$ 654,340</b>	<b>\$ 666,275</b>

This Amendment is a result of: Additional Services relating to geotechnical testing  
and fire hydrant flow test.

3. The Construction Budget shall be as follows:

Original Budget: \$ \_\_\_\_\_

Amended Budget \$ \_\_\_\_\_

4. The Project Schedule shall be as follows:

Original Schedule: \$ \_\_\_\_\_

Amended Schedule \$ \_\_\_\_\_

5. This Amendment contains all of the terms and conditions agreed upon by the Parties as amendments to the original Contract. No other understandings or representations, oral or otherwise, regarding amendments to the original Contract shall be deemed to exist or bind the Parties, and all other terms and conditions of the Contract remain in full force and effect.

IN WITNESS WHEREOF, the Owner, with the prior approval of the Authority, and the Designer have caused this Amendment to be executed by their respective authorized officers.

OWNER

Steven Meyer

(print name)

Superintendent of Schools

(print title)

By \_\_\_\_\_  
(signature)

Date \_\_\_\_\_

DESIGNER

Kathryn Crockett

(print name)

President

(print title)

By  \_\_\_\_\_  
(signature)

Date September 19, 2023

19 September 2023

Trip Elmore, Project Manager  
Dore + Whittier, OPM Group  
260 Merrimac Street  
Building 7, 2nd Floor  
Newburyport, MA 01950

Re: Clinton Middle School – Amendment No. 4 – Additional Services  
Geotechnical Services

Dear Mr. Elmore:

As requested, this is LPA|A's fee proposal for additional services relative to providing geotechnical services on the Clinton Middle School site at the proposed location of the new school. A geotechnical analysis is not only required per MSBA's Module 3 and 4 guidelines, but it will also be used to capture site work remediation more accurately in the cost estimate to be submitted as part of the Schematic Design submission.

Per our previous discussion, the geotechnical services will include four borings as well as laboratory testing and a geotechnical report. Of the four boring locations, we plan to have one next to a previous boring location to confirm accuracy of the data we have on file. The remaining three locations will be placed within the footprint of the proposal new school. We will consult with our structural engineer and our geotechnical engineer to help ensure that we select the most appropriate locations for these borings.

The consulting engineer proposed for the above work is Lahlaf Geotechnical Consulting, Inc. (LGCI). The total cost for the proposed scope of work, including LPA|A's 10% contractual markup, is \$10,010 and is, in LPA|A's opinion, reasonable and appropriate. A copy of LGCI's proposal letter, dated September 12, 2023, is attached for your reference.

Also attached is Attachment F – Amendment No. 4 to the Contract for Designer Services for the Owner's signature.

Please contact me if you have any questions or comments.

Sincerely,



Eric Moore  
Principal Architect

EM/pf

Enclosures:    LGCI proposal letter dated 9/12/23  
                    Attachment F – Amendment No. 4 to the Contract for Designer Services

cc:     Katie Crockett, LPA|A  
         Rick Lamoureux, LPA|A  
         Peter Caruso, Jr., LPA|A  
         Sean Brennan, LPA|A  
         Pam Farley, LPA|A



September 12, 2023

Mr. Peter A. Caruso Jr., AIA, NCARB, LEED AP  
Associate Principal  
Lamoureux Pagano Associates  
108 Grove Street, Suite 300  
Worcester, MA 01605  
Phone: (508) 752-2831  
E-mail: PCaruso@lpaa.com

Re. Proposal for Preliminary Geotechnical Services  
Proposed Clinton Middle School  
Clinton, Massachusetts  
LGCI Proposal No. 23110

Dear Mr. Caruso:

Lahlaf Geotechnical Consulting, Inc. (LGCI) appreciates the opportunity to submit this proposal to provide preliminary geotechnical services for the proposed Clinton Middle School in Clinton, Massachusetts. This proposal is based on your request for proposal (RFP) dated September 8, 2023.

***Project Description and Background***

We understand that the Town of Clinton has engaged Lamoureux Pagano Associates (LPA) to design the proposed new school. We understand that the project is in the Schematic Design (SD) phase.

The site is located at 100 West Boylston Street in Clinton, Massachusetts. The site is bordered by West Boylston Street on the northern side, by S. Main Street on the eastern side, by Dike Path on the southern side, and by Clinton High School on the western side. The site is occupied by the existing middle school and its associated parking lot, driveways, and athletic fields.

We understand that the details about the size, location, and layout of the proposed building are still being developed. However, you indicated to us that the proposed school will be constructed in the athletic field located east of the existing building.

Logs of borings advanced at the site in the athletic field slated for the proposed construction in 1956 indicated that the subsurface conditions consisted of up to 1.5 feet of topsoil overlying compact sand and gravel. It is not known whether the grades have been altered since the 1956 borings were performed.

The purpose of the services described in this proposal is to perform preliminary explorations at the site and to provide preliminary foundation design and construction recommendations to assist with the site selection.

*Proposed Scope of Work*

1. Project Setup – We will review the existing subsurface information and select boring locations not to overlap with the previous borings. One (1) of our borings will be advanced near a previous boring to compare and confirm the subsurface conditions there.
2. Utility Location – LGCI will mark the approximate boring locations by taping measurements from existing landmarks. We will contact the utility clearance agency, Dig Safe Systems, Inc. (Dig Safe) and the Town of Clinton to assist the owner in locating underground utilities at the site. We request that you provide us with a current utility plan of the site. We also request that a representative of the owner observe our marked exploration locations to clear them for private utilities. LGCI will not assume responsibility for damage to unmarked or mismarked underground features.
3. Soil Borings – We will engage a drilling subcontractor for one (1) day to advance up to four (4) soil borings. Our borings will be advanced to depths of up to 20 feet or to refusal, whichever occurs first. The drilling subcontractor will perform standard penetration tests (SPT) and will obtain split-spoon samples at 5-foot intervals and at perceived strata changes. We have assumed that our borings will be performed using a track-mounted drill rig. We have assumed that the project is subject to the prevailing wage surcharge.

The boreholes will be backfilled with the drill cuttings. Excess soil will be left on site. If an environmental condition is encountered in a boring, we will halt the drilling and we will notify you.

4. Geotechnical Field Representative – We will provide a field representative at the site to coordinate and observe the explorations, collect soil samples, and prepare field logs.
5. Laboratory Testing – We will submit two (2) soil samples from the borings for grain-size analysis or Atterberg limits. The purpose of the tests is to assess the suitability of reusing the onsite materials as backfill.
6. Geotechnical Report – We will submit our geotechnical report electronically. Our report will include the following:
  - Summary of the subsurface investigation methods used;
  - Description of the subsurface conditions;
  - LGCI's boring logs;
  - Plan showing boring locations;
  - Depth to refusal, if encountered;
  - Laboratory test results,
  - Our opinion about the feasibility of shallow foundations;
  - Preliminary recommendation for net allowable bearing capacity;
  - Recommendations for ground improvements, if needed;
  - Estimated settlement;
  - Preliminary recommendations for under-slab drainage system, if needed;
  - Preliminary seismic recommendation in accordance with the Massachusetts State Building Code 9<sup>th</sup> Edition;



**Proposal for Preliminary Geotechnical Services  
Proposed Clinton Middle School  
Clinton, Massachusetts  
LGCI Proposal No. 23110**

- Preliminary recommendations for removal of unsuitable soils, subgrade preparation and backfill, groundwater control, and suitability of reusing onsite materials as backfill.

Please note that we have not included in this proposal a scope or budget for attending meetings, preparing or reviewing specifications, reviewing drawings, or providing construction services. LGCI would be pleased to perform these services when needed. Recommendations for stormwater management, erosion control, slope stability analyses, liquefaction analysis, seismic settlement, pile design and analyses, pavement design, and detailed cost or quantity estimates are not included in our scope of work.

LGCI's scope of services does not include an environmental assessment for the presence or absence of wetlands or analytical testing for hazardous or toxic materials in the soil, surface water, groundwater, or air, on or below or around this site, or mold in the soil or in any structure at the site. Any statements regarding odors, colors, or unusual or suspicious items or conditions are strictly for the information of the client.

***Proposed Schedule***

Assuming that there are no delays with site access, LGCI will begin scheduling the work upon receiving authorization in the form of a signed copy of this proposal. We have tentatively scheduled the drilling for September 25, 2023. Please sign and return our proposal before September 15, so that we can confirm the drilling date and notify Dig Safe. LGCI can provide you with preliminary boring logs and geotechnical recommendations within one (1) week of completing the explorations. We will provide our geotechnical report by October 14, 2023.

***Project Fee***

LGCI will perform the scope of work described above for a lump of **\$9,100**. The breakdown of our fee is shown below:

1a	Setup Project	\$300
2a	Mark Exploration Locations in the Field	\$560
2b	Utility Clearance	\$175
3	Drilling Subcontractor (M/D+1 day+ prev. wages)	\$4,195
4	Geotech. Rep. to Observe Borings	\$1,250
5	Laboratory Testing	\$370
6	Borings Logs and Geotechnical Report	\$2,250
		<hr/>
		\$9,100

Other approved services will be billed using the following rates: \$103/hour for a field representative, \$134/hour for a geotechnical engineer, and \$150/hour for a senior geotechnical engineer/principal.

No services beyond those described above would be provided without your prior knowledge and approval. If site conditions or your needs require a change in the scope of work, we will prepare for your approval a change order request that summarizes the changes to the project scope and fee. The fee is based on the following additional conditions:



Proposal for Preliminary Geotechnical Services  
Proposed Clinton Middle School  
Clinton, Massachusetts  
LGCI Proposal No. 23110

- Our costs and fees indicated in this proposal are valid for a period of 6 months from the date of the proposal. Our unit rates will be increased by 4 percent per year after the first 6 months following the date of this proposal.

*Terms and Conditions*

We propose to perform our work in accordance with LGCI's Standard Conditions for Engagement (attached). Your acceptance of this proposal by signing and returning one complete copy will form our agreement for these services and will serve as written authorization to proceed with the described scope of work.

LGCI trusts that the above proposal will be sufficient to meet your needs. If this proposal is acceptable, please sign and return a complete copy of this proposal to LGCI. If you have any questions, please call us at (978) 330-5912.

Sincerely,

**LAHLAF GEOTECHNICAL CONSULTING, INC.**



Abdelmadjid M. Lahlaf, Ph.D., P.E.  
Principal Engineer

Enclosures: LGCI's Standard Conditions for Engagement with KBA

Agreed to by (please type name): \_\_\_\_\_ on (date): \_\_\_\_\_

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_



## Lahlaf Geotechnical Consulting, Inc.

**1. CONTRACT.** The Contract is the Agreement that is signed and dated by Lahlaf Geotechnical Consulting, Inc. (LGCI) and is signed and dated or accepted in writing by the Client, and that includes by reference these **General Conditions**. These Conditions shall apply to any and all subsequent amendments, additions, or modifications to the scope of work performed under this Contract unless specifically agreed in writing by both parties.

**2. PAYMENT.** Client agrees to pay LGCI in accordance with the fee schedule and payment terms provided in the Contract. All payments will be made by either check or electronic transfer to the address specified by LGCI and will include reference to LGCI's invoice number. LGCI will submit invoices monthly for work completed during the preceding period or upon completion of a specified scope of service, as described in the Contract. Client agrees to pay each invoice within thirty (30) days of its receipt. Client agrees to pay LGCI's cost of collection of all amounts due and unpaid after 60 days, including court costs and reasonable attorney's fees. These general conditions are notice, where required, that LGCI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 60 days of invoice shall constitute a release of LGCI from any and all claims that client may have whether in tort, contract or otherwise, and whether known or unknown at the time.

**3. STANDARD OF CARE.** LGCI will perform its services, obtain its findings and prepare its reports in accordance with our proposal, client's acceptance thereof, these general conditions, and with generally accepted principles and practices. LGCI will perform its professional services in a manner consistent with that degree of skill and care ordinarily exercised by members of LGCI's profession currently practicing in the same locality under similar conditions and on similar projects. LGCI makes no warranties or representations, either expressed or implied, regarding the quality of services provided hereunder. Statements made in LGCI's report are opinions based on engineering judgment and are not to be construed as representations of fact. Nothing in this Contract shall be construed as establishing a fiduciary relationship between Client and LGCI.

**4. RIGHT OF ENTRY.** Client agrees to furnish LGCI with the right-of-entry and a plan of boundaries of the site where LGCI will perform its services. If Client does not own the site, Client represents and warrants that it will obtain permission for LGCI's access to the site to conduct site reconnaissance, surveys, borings, and other explorations of the site pursuant to the scope of services in the Contract. LGCI will take reasonable precautions to minimize damage to the site from use of equipment, but LGCI is not responsible for damage to the site caused by normal and customary use of equipment. The cost for restoration of damage that may result from LGCI's operations has not been included in its fee. LGCI will perform such additional work upon written request and client agrees to pay LGCI for the restoration costs.

**5. CLIENT'S DUTY TO NOTIFY ENGINEER.** Client represents and warrants that it has advised LGCI of any known or suspected hazardous materials, utility lines or pollutants. Unless otherwise agreed upon, Client will identify locations of buried utilities and other underground structures in areas of subsurface exploration. LGCI will take reasonable precautions to avoid damage to the buried utilities and other underground structures noted. Unless LGCI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to accept risk of and defend, indemnify and save LGCI harmless from all claims, losses, costs and expenses, including reasonable attorney's fees resulting from the exploration work.

**6. CONSTRUCTION SERVICES.** If included in the scope of services in the Contract, LGCI will provide personnel to observe the specific aspects of construction stated in the Contract and to ascertain that construction is being performed, in general, in accordance with the plans, specifications and LGCI's recommendations.

a. LGCI cannot provide its opinion on the suitability of any part of the work performed unless LGCI's personnel make measurements and observations of that part of the construction. By performing construction observation services, LGCI does not guarantee or assume any responsibility for the contractor's work. The contractor will remain solely responsible for the accuracy and adequacy of all construction or other activities performed by the contractor, including the methods of construction; supervision of personnel and construction; control of machinery; false work, scaffolding, or other temporary construction aids; safety in, on, or about the job site; and

## STANDARD CONDITIONS FOR ENGAGEMENT

compliance with OSHA and construction safety regulations and any other applicable federal, state and/or local laws or regulations.

b. No claims for loss, damage or injury shall be brought against LGCI by client or any third party unless all tests and inspections have been performed in accordance with the contract documents and unless LGCI's recommendations have been followed. Client agrees to indemnify, defend and hold LGCI, its officers, employees and agents harmless from any and all claims, suits, losses, costs, expert fees, and expenses, including, but not limited to court costs and reasonable attorney's fees in the event that all such tests and inspections are not performed or LGCI's recommendations are not followed except to the extent that such failure is the result of negligence, willful or wanton act or omission of LGCI subject to the limitation in Paragraph 12.

**7. RENEGOTIATION OF CONTRACT FOR PRESENCE OF HAZARDOUS MATERIALS.** If hazardous waste, oil, asbestos, or other hazardous materials, as defined by federal, state and/or local laws or regulations are discovered during LGCI's work, Client agrees to negotiate appropriate revisions to the scope of services, the budget estimate, and the terms and conditions of the Contract. When such hazardous materials are suspected, LGCI will have the option to stop work until a new Contract is reached without financial penalty. If a mutually satisfactory Contract cannot be reached between both parties, the Contract will be terminated. Client agrees to pay LGCI for all services rendered, including any costs associated with termination.

**8. DISPOSAL OF SAMPLES AND WASTES CONTAINING REGULATED CONTAMINANTS.** Unless agreed in writing, test specimens or samples will be disposed of immediately upon completion of the test. All other samples or specimens will be disposed ninety days after submission of LGCI's report.

Nothing within this Contract shall be construed or interpreted as requiring LGCI to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility. In the event that samples collected by LGCI or provided by Client or wastes generated as a result of site investigation activities contain or potentially contain substances or constituents which are or may be regulated contaminants as defined by federal, state, or local statutes, regulations, or ordinances, including but not limited to samples or wastes containing hazardous materials, said samples or wastes remain the property of the Client and the Client will have responsibility for them as a generator. If set forth in the Contract, LGCI will, at Client's expense, perform necessary testing, and return said samples and wastes to Client.

**9. INSURANCE.** LGCI has Worker's Compensation Insurance in at least the minimum amount required for each state in which it does business, Employer's Liability Insurance, Public Liability Insurance and Professional Liability Insurance. LGCI will furnish insurance certificates upon written request.

**10. INDEMNIFICATION.** Subject to the foregoing limitation, LGCI agrees to indemnify and hold Client harmless from and against any liabilities, claims, damages and costs (including reimbursement of reasonable attorneys' fees and court costs) to the extent caused by the negligence or willful misconduct of LGCI in the performance of services under this Contract. LGCI's defense obligation under this indemnity paragraph means only the reimbursement of reasonable defense costs to the proportional extent of LGCI's indemnity obligation hereunder. Client shall provide the same protection to the extent of its negligence. In the event that the client shall bring any suit, cause of action, claim or counterclaim against LGCI, Client shall pay to LGCI the cost and expenses incurred by LGCI to investigate, answer and defend it, including reasonable attorney's fees and court costs to the extent that LGCI shall prevail in such suit.

**11.** Client agrees to defend, indemnify and hold harmless LGCI, its subconsultants, subcontractors, agents, and employees from and against all claims, damages, losses, and costs (including reasonable attorneys' fees) that result from the detection, failure to detect or from the actual, alleged, or threatened discharge, dispersal, release, escape or exposure to any solid, liquid, gaseous or thermal irritant, asbestos in any form, or contaminants including smoke, vapor, soot, fumes, acids, alkalies, chemicals, waste, oil, hazardous materials, or biological pollutants. Client's obligations under this paragraph apply except to the extent such claims, damages, losses, and expenses are caused by LGCI's sole negligence or willful misconduct.



**12. LIMITATION OF LIABILITY.** To the fullest extent permitted by law, the total liability, in the aggregate, of LGCI and its officers, directors, employees, agents, and independent professional associates and consultants, and any of them, to Client and any one claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to LGCI's services, the project or this Contract, will not exceed the total compensation received by LGCI under this Contract, or \$5,000, whichever is greater. This limitation will apply regardless of legal theory, and includes but is not limited to claims or actions alleging negligence, errors, omissions, strict liability, breach of contract, breach of warranty of LGCI or its officers, directors, employees, agents or independent professional associates or consultants, or any of them. CLIENT further agrees to require that all contractors and subcontractors agree that this limitation of LGCI's liability extends to include any claims or actions that they might bring in any forum.

**13. CONFIDENTIALITY.** Unless compelled by law, a governmental agency or authority, or an order of a court of competent jurisdiction, or unless required pursuant to a subpoena deemed by LGCI to be duly issued, or unless requested to do so by Client pursuant to the Proposal or otherwise, LGCI agrees it will not convey to others any proprietary non-public information, knowledge, data or property relating to the business or affairs of the Client or of any of its affiliates, which is in any way obtained by LGCI during its association with the Client. LGCI further agrees to strive to limit, to a "need to know" basis, access by its employees to all information referred to above. Any concepts, materials, or procedures of LGCI deemed by LGCI to be proprietary and so explained to Client will not be released by Client or its employees to any other parties under any circumstances.

**14. OWNERSHIP OF DOCUMENTS.** Drawings, diagrams, specifications, calculations, reports, processes, computer processes and software, operational and design data, and all other documents and information produced in connection with the project as instruments of service, regardless of form, will be confidential and the proprietary information of LGCI, and will remain the sole and exclusive property of LGCI whether the project for which they are made is executed or not. Client will not have or acquire any title to or have any rights in any of the documents or information prepared by LGCI. Client will be permitted to retain printed copies of such documents or information for information and reference only in connection with Client's use and occupancy of the project. The documents and/or information will not be used or reused or modified by Client on other projects, for additions to this project, for completion of this project by others, or for any other purpose for which the documents were not specifically prepared, provided LGCI is not in default under this Contract, except with the express written consent of LGCI and with appropriate compensation to LGCI. Client will defend, indemnify and hold LGCI harmless from and against any claims, losses, liabilities and damages, including all reasonable attorney's fees, expert fees, and other costs of defense arising out of or resulting from or in any way related to the unauthorized use of the documents.

**15. ELECTRONIC FILES.** All documents including drawings, data, plans, specifications, reports or other information recorded on or transmitted as Electronic Files are subject to undetectable alteration, either intentional or unintentional, due to transmission, conversion, media degradation, software error, human alteration or other causes.

a. Electronic Files are provided for convenience and informational purposes only and are not a finished product or Contract Document. The actual signed and sealed hard copy Contract Documents including stamped drawings, together with any addenda or revisions, are and will remain the official copies of all documents. LGCI makes no representation regarding the accuracy or completeness of any accompanying Electronic Files. LGCI may, at its sole discretion, add wording to this effect on electronic file submissions.

b. Client waives any and all claims against LGCI that may result in any way from the use or misuse, unauthorized reuse, alteration, addition to or transfer of the Electronic Files. Client agrees to defend, indemnify and hold harmless LGCI, its officers, directors, employees, agents or subconsultants, from any claims, losses, damages or costs, and costs of defense, which may arise out of the use or misuse, unauthorized reuse, alteration, addition to or transfer of these Electronic Files by client or anyone obtaining them through client.

**16. SUSPENSION OF WORK.** Client may, at any time, by a 10-day written notice, suspend further work by LGCI.

a. Client will remain fully liable for and will promptly pay LGCI the full amount for all services rendered by LGCI to the date of suspension of services, including all retained billings, if applicable, plus suspension charges. Suspension charges will include the cost of putting documents and analyses in order, personnel and equipment rescheduling, or reassignment adjustments, and all other related costs and charges directly attributable to suspension.

b. If Client fails to pay undisputed invoice amounts within 30 days following invoice date, LGCI may suspend further services, by providing a 10-day written notice to Client until payments are restored to a current basis. In the event LGCI engages counsel to enforce overdue payments, Client will reimburse LGCI for all reasonable attorney's fees and court costs related to enforcement of overdue payments, provided that Client does not have a good faith dispute with the invoice. Client will indemnify and save harmless LGCI from any claim or liability resulting from suspension of the work due to non-current, non-disputed payments.

**17. DISPUTE RESOLUTION.** Both parties agree to submit any claims, disputes, or controversies arising out of or in relation to the interpretation, application, or enforcement of this Contract to non-binding mediation pursuant to the Rules for Commercial Mediation of the American Arbitration Association, as a condition precedent to litigation or any other form of dispute resolution.





Kathryn Crockett  
Richard J. Lamoureux, Jr.  
Eric D. Moore  
Robert Para, Jr.

19 September 2023

Trip Elmore, Project Manager  
Dore + Whittier, OPM Group  
260 Merrimac Street  
Building 7, 2nd Floor  
Newburyport, MA 01950

Re: Clinton Middle School – Amendment No. 4 – Additional Services  
Hydrant Flow Test

Dear Mr. Elmore:

As requested, this is LPA|A's fee proposal for additional services relative to providing a hydrant flow test for the proposed Clinton Middle School building. Working with our fire protection engineer, Sensible Solutions, as well as the town's DPW, we were able to determine the most appropriate existing fire hydrants to use for this test.

A flow test is required per NFPA 13 and involves measuring the available pressure in the underground piping with just normal town flow. A fire hydrant is opened up and both the flow and the pressure are measured. The more pressure and flow that is available, the smaller the sprinkler system pipes can be. In essence, a flow test allows the fire protection engineer to design the system to provide the required fire suppression at the lowest cost to the Owner.

The contractor proposed for the above work is Rustic Fire Protection, Inc. (Rustic). The total cost for the proposed scope of work, including LPA|A's 10% contractual markup, is \$1,925 and is, in LPA|A's opinion, reasonable and appropriate. A copy of Rustic's proposal letter, dated September 14, 2023, is attached for your reference.

Also attached is Attachment F – Amendment No. 4 to the Contract for Designer Services for the Owner's signature.

Please contact me if you have any questions or comments.

Sincerely,



Eric Moore  
Principal Architect

EM/pf

Enclosures: Rustic proposal letter dated 9/14/23  
Attachment F – Amendment No. 4 to the Contract for Designer Services

cc: Katie Crockett, LPA|A  
Rick Lamoureux, LPA|A  
Peter Caruso, Jr., LPA|A  
Sean Brennan, LPA|A  
Pam Farley, LPA|A

# Rustic Fire Protection, Inc.

"SPRINKLER SYSTEMS SPECIALIST"

MA LIC. NO. 006335  
RI LIC. NO. 00000396

320 WEST MAIN STREET  
P.O. BOX 1210  
NORTON, MA 02766

TEL: (508) 431-9938  
FAX: (508) 431-9986

September 12, 2023

Sensible Solutions  
Lily Barak P.E.  
64 Knightly Road  
Hadley, MA 01035  
P.O. Box 905  
Brattleboro, MA 05302

**Project:** **B#1169**  
Fire Hydrant Flow Test  
Clinton Middle School  
100 West Boylston Street  
Clinton, MA 01510

**Phone:** 413-427-7290

**Email:** [lkbarak@crocker.com](mailto:lkbarak@crocker.com)

## Proposal for Hydrant Flow Test

1. Conduct a hydrant flow test on the hydrants located by the engineer. new room and ceiling layouts.
2. Provide a complete report and graph with the results from the test.
3. All permits and fees are included.
4. All required testing equipment included.

## Test to be performed using Hose Monster (HM) Equipment

- a. The Big Boy (HM) will be installed on the 4.5" hydrant butt.
- b. If required, a 2.5" (HM) with a 2" outlet will be installed on one of the 2.5" butts.
- c. If possible, the (HM) will be installed directly to the hydrant without the use of hoses.
- d. 4" hoses, 15', 25' and 50', 2.5 hoses, (4) 50' will be brought to the test in case they are required.

**Note:** If different equipment is required for this test, please let us know how you would like the test to be performed.

**Proposal: \$1,750.00**

**Bid Material:** emails from Lily Barak & Peter Caruso  
SK's showing hydrants and 1996 flow test

Acceptance of Proposal: The above prices, specifications, and conditions are satisfactory and are, hereby, accepted. I authorize Rustic Fire Protection, Inc., to perform the work as specified. Payment will be made as outlined above.

Signed:  \_\_\_\_\_

By: Chad Dubuc

Date: 9.12.23

Signed: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: 508-431-9938 / Fax: 508-431-9986

Email: [cdubuc@rusticfireprotection.com](mailto:cdubuc@rusticfireprotection.com)

**Please sign and return one copy.**

19 September 2023

Trip Elmore, Project Manager  
Dore + Whittier, OPM Group  
260 Merrimac Street  
Building 7, 2nd Floor  
Newburyport, MA 01950

Re: Clinton Middle School – Amendment No. 4 – Additional Services  
Geotechnical Services

Dear Mr. Elmore:

As requested, this is LPA|A's fee proposal for additional services relative to providing geotechnical services on the Clinton Middle School site at the proposed location of the new school. A geotechnical analysis is not only required per MSBA's Module 3 and 4 guidelines, but it will also be used to capture site work remediation more accurately in the cost estimate to be submitted as part of the Schematic Design submission.

Per our previous discussion, the geotechnical services will include four borings as well as laboratory testing and a geotechnical report. Of the four boring locations, we plan to have one next to a previous boring location to confirm accuracy of the data we have on file. The remaining three locations will be placed within the footprint of the proposal new school. We will consult with our structural engineer and our geotechnical engineer to help ensure that we select the most appropriate locations for these borings.

The consulting engineer proposed for the above work is Lahlaf Geotechnical Consulting, Inc. (LGCI). The total cost for the proposed scope of work, including LPA|A's 10% contractual markup, is \$10,010 and is, in LPA|A's opinion, reasonable and appropriate. A copy of LGCI's proposal letter, dated September 12, 2023, is attached for your reference.

Also attached is Attachment F – Amendment No. 4 to the Contract for Designer Services for the Owner's signature.

Please contact me if you have any questions or comments.

Sincerely,



Eric Moore  
Principal Architect

EM/pf

Enclosures: LGCI proposal letter dated 9/12/23  
Attachment F - Amendment No. 4 to the Contract for Designer Services

cc: Katie Crockett, LPA|A  
Rick Lamoureux, LPA|A  
Peter Caruso, Jr., LPA|A  
Sean Brennan, LPA|A  
Pam Farley, LPA|A



September 12, 2023

Mr. Peter A. Caruso Jr., AIA, NCARB, LEED AP  
Associate Principal  
Lamoureux Pagano Associates  
108 Grove Street, Suite 300  
Worcester, MA 01605  
Phone: (508) 752-2831  
E-mail: PCaruso@lpaa.com

Re. Proposal for Preliminary Geotechnical Services  
Proposed Clinton Middle School  
Clinton, Massachusetts  
LGCI Proposal No. 23110

Dear Mr. Caruso:

Lahlaf Geotechnical Consulting, Inc. (LGCI) appreciates the opportunity to submit this proposal to provide preliminary geotechnical services for the proposed Clinton Middle School in Clinton, Massachusetts. This proposal is based on your request for proposal (RFP) dated September 8, 2023.

### ***Project Description and Background***

We understand that the Town of Clinton has engaged Lamoureux Pagano Associates (LPA) to design the proposed new school. We understand that the project is in the Schematic Design (SD) phase.

The site is located at 100 West Boylston Street in Clinton, Massachusetts. The site is bordered by West Boylston Street on the northern side, by S. Main Street on the eastern side, by Dike Path on the southern side, and by Clinton High School on the western side. The site is occupied by the existing middle school and its associated parking lot, driveways, and athletic fields.

We understand that the details about the size, location, and layout of the proposed building are still being developed. However, you indicated to us that the proposed school will be constructed in the athletic field located east of the existing building.

Logs of borings advanced at the site in the athletic field slated for the proposed construction in 1956 indicated that the subsurface conditions consisted of up to 1.5 feet of topsoil overlying compact sand and gravel. It is not known whether the grades have been altered since the 1956 borings were performed.

The purpose of the services described in this proposal is to perform preliminary explorations at the site and to provide preliminary foundation design and construction recommendations to assist with the site selection.

*Proposed Scope of Work*

1. Project Setup – We will review the existing subsurface information and select boring locations not to overlap with the previous borings. One (1) of our borings will be advanced near a previous boring to compare and confirm the subsurface conditions there.
2. Utility Location – LGCI will mark the approximate boring locations by taping measurements from existing landmarks. We will contact the utility clearance agency, Dig Safe Systems, Inc. (Dig Safe) and the Town of Clinton to assist the owner in locating underground utilities at the site. We request that you provide us with a current utility plan of the site. We also request that a representative of the owner observe our marked exploration locations to clear them for private utilities. LGCI will not assume responsibility for damage to unmarked or mismarked underground features.
3. Soil Borings – We will engage a drilling subcontractor for one (1) day to advance up to four (4) soil borings. Our borings will be advanced to depths of up to 20 feet or to refusal, whichever occurs first. The drilling subcontractor will perform standard penetration tests (SPT) and will obtain split-spoon samples at 5-foot intervals and at perceived strata changes. We have assumed that our borings will be performed using a track-mounted drill rig. We have assumed that the project is subject to the prevailing wage surcharge.

The boreholes will be backfilled with the drill cuttings. Excess soil will be left on site. If an environmental condition is encountered in a boring, we will halt the drilling and we will notify you.

4. Geotechnical Field Representative – We will provide a field representative at the site to coordinate and observe the explorations, collect soil samples, and prepare field logs.
5. Laboratory Testing – We will submit two (2) soil samples from the borings for grain-size analysis or Atterberg limits. The purpose of the tests is to assess the suitability of reusing the onsite materials as backfill.
6. Geotechnical Report – We will submit our geotechnical report electronically. Our report will include the following:
  - Summary of the subsurface investigation methods used;
  - Description of the subsurface conditions;
  - LGCI's boring logs;
  - Plan showing boring locations;
  - Depth to refusal, if encountered;
  - Laboratory test results,
  - Our opinion about the feasibility of shallow foundations;
  - Preliminary recommendation for net allowable bearing capacity;
  - Recommendations for ground improvements, if needed;
  - Estimated settlement;
  - Preliminary recommendations for under-slab drainage system, if needed;
  - Preliminary seismic recommendation in accordance with the Massachusetts State Building Code 9<sup>th</sup> Edition;



**Proposal for Preliminary Geotechnical Services  
Proposed Clinton Middle School  
Clinton, Massachusetts  
LGCI Proposal No. 23110**

- Preliminary recommendations for removal of unsuitable soils, subgrade preparation and backfill, groundwater control, and suitability of reusing onsite materials as backfill.

Please note that we have not included in this proposal a scope or budget for attending meetings, preparing or reviewing specifications, reviewing drawings, or providing construction services. LGCI would be pleased to perform these services when needed. Recommendations for stormwater management, erosion control, slope stability analyses, liquefaction analysis, seismic settlement, pile design and analyses, pavement design, and detailed cost or quantity estimates are not included in our scope of work.

LGCI's scope of services does not include an environmental assessment for the presence or absence of wetlands or analytical testing for hazardous or toxic materials in the soil, surface water, groundwater, or air, on or below or around this site, or mold in the soil or in any structure at the site. Any statements regarding odors, colors, or unusual or suspicious items or conditions are strictly for the information of the client.

***Proposed Schedule***

Assuming that there are no delays with site access, LGCI will begin scheduling the work upon receiving authorization in the form of a signed copy of this proposal. We have tentatively scheduled the drilling for September 25, 2023. Please sign and return our proposal before September 15, so that we can confirm the drilling date and notify Dig Safe. LGCI can provide you with preliminary boring logs and geotechnical recommendations within one (1) week of completing the explorations. We will provide our geotechnical report by October 14, 2023.

***Project Fee***

LGCI will perform the scope of work described above for a lump of **\$9,100**. The breakdown of our fee is shown below:

1a	Setup Project	\$300
2a	Mark Exploration Locations in the Field	\$560
2b	Utility Clearance	\$175
3	Drilling Subcontractor (M/D+1 day+ prev. wages)	\$4,195
4	Geotech. Rep. to Observe Borings	\$1,250
5	Laboratory Testing	\$370
6	Borings Logs and Geotechnical Report	<u>\$2,250</u>
		<b>\$9,100</b>

Other approved services will be billed using the following rates: \$103/hour for a field representative, \$134/hour for a geotechnical engineer, and \$150/hour for a senior geotechnical engineer/principal.

No services beyond those described above would be provided without your prior knowledge and approval. If site conditions or your needs require a change in the scope of work, we will prepare for your approval a change order request that summarizes the changes to the project scope and fee. The fee is based on the following additional conditions:



Proposal for Preliminary Geotechnical Services  
Proposed Clinton Middle School  
Clinton, Massachusetts  
LGCI Proposal No. 23110

- Our costs and fees indicated in this proposal are valid for a period of 6 months from the date of the proposal. Our unit rates will be increased by 4 percent per year after the first 6 months following the date of this proposal.

*Terms and Conditions*

We propose to perform our work in accordance with LGCI's Standard Conditions for Engagement (attached). Your acceptance of this proposal by signing and returning one complete copy will form our agreement for these services and will serve as written authorization to proceed with the described scope of work.

LGCI trusts that the above proposal will be sufficient to meet your needs. If this proposal is acceptable, please sign and return a complete copy of this proposal to LGCI. If you have any questions, please call us at (978) 330-5912.

Sincerely,

**LAHLAF GEOTECHNICAL CONSULTING, INC.**



Abdelmadjid M. Lahlaf, Ph.D., P.E.  
Principal Engineer

Enclosures: LGCI's Standard Conditions for Engagement with KBA

Agreed to by (please type name): \_\_\_\_\_ on (date): \_\_\_\_\_

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_



## Lahlaf Geotechnical Consulting, Inc.

**1. CONTRACT.** The Contract is the Agreement that is signed and dated by Lahlaf Geotechnical Consulting, Inc. (LGCI) and is signed and dated or accepted in writing by the Client, and that includes by reference these **General Conditions**. These Conditions shall apply to any and all subsequent amendments, additions, or modifications to the scope of work performed under this Contract unless specifically agreed in writing by both parties.

**2. PAYMENT.** Client agrees to pay LGCI in accordance with the fee schedule and payment terms provided in the Contract. All payments will be made by either check or electronic transfer to the address specified by LGCI and will include reference to LGCI's invoice number. LGCI will submit invoices monthly for work completed during the preceding period or upon completion of a specified scope of service, as described in the Contract. Client agrees to pay each invoice within thirty (30) days of its receipt. Client agrees to pay LGCI's cost of collection of all amounts due and unpaid after 60 days, including court costs and reasonable attorney's fees. These general conditions are notice, where required, that LGCI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 60 days of invoice shall constitute a release of LGCI from any and all claims that client may have whether in tort, contract or otherwise, and whether known or unknown at the time.

**3. STANDARD OF CARE.** LGCI will perform its services, obtain its findings and prepare its reports in accordance with our proposal, client's acceptance thereof, these general conditions, and with generally accepted principles and practices. LGCI will perform its professional services in a manner consistent with that degree of skill and care ordinarily exercised by members of LGCI's profession currently practicing in the same locality under similar conditions and on similar projects. LGCI makes no warranties or representations, either expressed or implied, regarding the quality of services provided hereunder. Statements made in LGCI's report are opinions based on engineering judgment and are not to be construed as representations of fact. Nothing in this Contract shall be construed as establishing a fiduciary relationship between Client and LGCI.

**4. RIGHT OF ENTRY.** Client agrees to furnish LGCI with the right-of-entry and a plan of boundaries of the site where LGCI will perform its services. If Client does not own the site, Client represents and warrants that it will obtain permission for LGCI's access to the site to conduct site reconnaissance, surveys, borings, and other explorations of the site pursuant to the scope of services in the Contract. LGCI will take reasonable precautions to minimize damage to the site from use of equipment, but LGCI is not responsible for damage to the site caused by normal and customary use of equipment. The cost for restoration of damage that may result from LGCI's operations has not been included in its fee. LGCI will perform such additional work upon written request and client agrees to pay LGCI for the restoration costs.

**5. CLIENT'S DUTY TO NOTIFY ENGINEER.** Client represents and warrants that it has advised LGCI of any known or suspected hazardous materials, utility lines or pollutants. Unless otherwise agreed upon, Client will identify locations of buried utilities and other underground structures in areas of subsurface exploration. LGCI will take reasonable precautions to avoid damage to the buried utilities and other underground structures noted. Unless LGCI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to accept risk of and defend, indemnify and save LGCI harmless from all claims, losses, costs and expenses, including reasonable attorney's fees resulting from the exploration work.

**6. CONSTRUCTION SERVICES.** If included in the scope of services in the Contract, LGCI will provide personnel to observe the specific aspects of construction stated in the Contract and to ascertain that construction is being performed, in general, in accordance with the plans, specifications and LGCI's recommendations.

a. LGCI cannot provide its opinion on the suitability of any part of the work performed unless LGCI's personnel make measurements and observations of that part of the construction. By performing construction observation services, LGCI does not guarantee or assume any responsibility for the contractor's work. The contractor will remain solely responsible for the accuracy and adequacy of all construction or other activities performed by the contractor, including the methods of construction; supervision of personnel and construction; control of machinery; false work, scaffolding, or other temporary construction aids; safety in, on, or about the job site; and

## STANDARD CONDITIONS FOR ENGAGEMENT

compliance with OSHA and construction safety regulations and any other applicable federal, state and/or local laws or regulations.

b. No claims for loss, damage or injury shall be brought against LGCI by client or any third party unless all tests and inspections have been performed in accordance with the contract documents and unless LGCI's recommendations have been followed. Client agrees to indemnify, defend and hold LGCI, its officers, employees and agents harmless from any and all claims, suits, losses, costs, expert fees, and expenses, including, but not limited to court costs and reasonable attorney's fees in the event that all such tests and inspections are not performed or LGCI's recommendations are not followed except to the extent that such failure is the result of negligence, willful or wanton act or omission of LGCI subject to the limitation in Paragraph 12.

**7. RENEGOTIATION OF CONTRACT FOR PRESENCE OF HAZARDOUS MATERIALS.** If hazardous waste, oil, asbestos, or other hazardous materials, as defined by federal, state and/or local laws or regulations are discovered during LGCI's work, Client agrees to negotiate appropriate revisions to the scope of services, the budget estimate, and the terms and conditions of the Contract. When such hazardous materials are suspected, LGCI will have the option to stop work until a new Contract is reached without financial penalty. If a mutually satisfactory Contract cannot be reached between both parties, the Contract will be terminated. Client agrees to pay LGCI for all services rendered, including any costs associated with termination.

**8. DISPOSAL OF SAMPLES AND WASTES CONTAINING REGULATED CONTAMINANTS.** Unless agreed in writing, test specimens or samples will be disposed of immediately upon completion of the test. All other samples or specimens will be disposed ninety days after submission of LGCI's report.

Nothing within this Contract shall be construed or interpreted as requiring LGCI to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility. In the event that samples collected by LGCI or provided by Client or wastes generated as a result of site investigation activities contain or potentially contain substances or constituents which are or may be regulated contaminants as defined by federal, state, or local statutes, regulations, or ordinances, including but not limited to samples or wastes containing hazardous materials, said samples or wastes remain the property of the Client and the Client will have responsibility for them as a generator. If set forth in the Contract, LGCI will, at Client's expense, perform necessary testing, and return said samples and wastes to Client.

**9. INSURANCE.** LGCI has Worker's Compensation Insurance in at least the minimum amount required for each state in which it does business, Employer's Liability Insurance, Public Liability Insurance and Professional Liability Insurance. LGCI will furnish insurance certificates upon written request.

**10. INDEMNIFICATION.** Subject to the foregoing limitation, LGCI agrees to indemnify and hold Client harmless from and against any liabilities, claims, damages and costs (including reimbursement of reasonable attorneys' fees and court costs) to the extent caused by the negligence or willful misconduct of LGCI in the performance of services under this Contract. LGCI's defense obligation under this indemnity paragraph means only the reimbursement of reasonable defense costs to the proportional extent of LGCI's indemnity obligation hereunder. Client shall provide the same protection to the extent of its negligence. In the event that the client shall bring any suit, cause of action, claim or counterclaim against LGCI, Client shall pay to LGCI the cost and expenses incurred by LGCI to investigate, answer and defend it, including reasonable attorney's fees and court costs to the extent that LGCI shall prevail in such suit.

**11.** Client agrees to defend, indemnify and hold harmless LGCI, its subconsultants, subcontractors, agents, and employees from and against all claims, damages, losses, and costs (including reasonable attorneys' fees) that result from the detection, failure to detect or from the actual, alleged, or threatened discharge, dispersal, release, escape or exposure to any solid, liquid, gaseous or thermal irritant, asbestos in any form, or contaminants including smoke, vapor, soot, fumes, acids, alkalies, chemicals, waste, oil, hazardous materials, or biological pollutants. Client's obligations under this paragraph apply except to the extent such claims, damages, losses, and expenses are caused by LGCI's sole negligence or willful misconduct.



**12. LIMITATION OF LIABILITY.** To the fullest extent permitted by law, the total liability, in the aggregate, of LGCI and its officers, directors, employees, agents, and independent professional associates and consultants, and any of them, to Client and any one claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to LGCI's services, the project or this Contract, will not exceed the total compensation received by LGCI under this Contract, or \$5,000, whichever is greater. This limitation will apply regardless of legal theory, and includes but is not limited to claims or actions alleging negligence, errors, omissions, strict liability, breach of contract, breach of warranty of LGCI or its officers, directors, employees, agents or independent professional associates or consultants, or any of them. CLIENT further agrees to require that all contractors and subcontractors agree that this limitation of LGCI's liability extends to include any claims or actions that they might bring in any forum.

**13. CONFIDENTIALITY.** Unless compelled by law, a governmental agency or authority, or an order of a court of competent jurisdiction, or unless required pursuant to a subpoena deemed by LGCI to be duly issued, or unless requested to do so by Client pursuant to the Proposal or otherwise, LGCI agrees it will not convey to others any proprietary non-public information, knowledge, data or property relating to the business or affairs of the Client or of any of its affiliates, which is in any way obtained by LGCI during its association with the Client. LGCI further agrees to strive to limit, to a "need to know" basis, access by its employees to all information referred to above. Any concepts, materials, or procedures of LGCI deemed by LGCI to be proprietary and so explained to Client will not be released by Client or its employees to any other parties under any circumstances.

**14. OWNERSHIP OF DOCUMENTS.** Drawings, diagrams, specifications, calculations, reports, processes, computer processes and software, operational and design data, and all other documents and information produced in connection with the project as instruments of service, regardless of form, will be confidential and the proprietary information of LGCI, and will remain the sole and exclusive property of LGCI whether the project for which they are made is executed or not. Client will not have or acquire any title to or have any rights in any of the documents or information prepared by LGCI. Client will be permitted to retain printed copies of such documents or information for information and reference only in connection with Client's use and occupancy of the project. The documents and/or information will not be used or reused or modified by Client on other projects, for additions to this project, for completion of this project by others, or for any other purpose for which the documents were not specifically prepared, provided LGCI is not in default under this Contract, except with the express written consent of LGCI and with appropriate compensation to LGCI. Client will defend, indemnify and hold LGCI harmless from and against any claims, losses, liabilities and damages, including all reasonable attorney's fees, expert fees, and other costs of defense arising out of or resulting from or in any way related to the unauthorized use of the documents.

**15. ELECTRONIC FILES.** All documents including drawings, data, plans, specifications, reports or other information recorded on or transmitted as Electronic Files are subject to undetectable alteration, either intentional or unintentional, due to transmission, conversion, media degradation, software error, human alteration or other causes.

a. Electronic Files are provided for convenience and informational purposes only and are not a finished product or Contract Document. The actual signed and sealed hard copy Contract Documents including stamped drawings, together with any addenda or revisions, are and will remain the official copies of all documents. LGCI makes no representation regarding the accuracy or completeness of any accompanying Electronic Files. LGCI may, at its sole discretion, add wording to this effect on electronic file submissions.

b. Client waives any and all claims against LGCI that may result in any way from the use or misuse, unauthorized reuse, alteration, addition to or transfer of the Electronic Files. Client agrees to defend, indemnify and hold harmless LGCI, its officers, directors, employees, agents or subconsultants, from any claims, losses, damages or costs, and costs of defense, which may arise out of the use or misuse, unauthorized reuse, alteration, addition to or transfer of these Electronic Files by client or anyone obtaining them through client.

**16. SUSPENSION OF WORK.** Client may, at any time, by a 10-day written notice, suspend further work by LGCI.

a. Client will remain fully liable for and will promptly pay LGCI the full amount for all services rendered by LGCI to the date of suspension of services, including all retained billings, if applicable, plus suspension charges. Suspension charges will include the cost of putting documents and analyses in order, personnel and equipment rescheduling, or reassignment adjustments, and all other related costs and charges directly attributable to suspension.

b. If Client fails to pay undisputed invoice amounts within 30 days following invoice date, LGCI may suspend further services, by providing a 10-day written notice to Client until payments are restored to a current basis. In the event LGCI engages counsel to enforce overdue payments, Client will reimburse LGCI for all reasonable attorney's fees and court costs related to enforcement of overdue payments, provided that Client does not have a good faith dispute with the invoice. Client will indemnify and save harmless LGCI from any claim or liability resulting from suspension of the work due to non-current, non-disputed payments.

**17. DISPUTE RESOLUTION.** Both parties agree to submit any claims, disputes, or controversies arising out of or in relation to the interpretation, application, or enforcement of this Contract to non-binding mediation pursuant to the Rules for Commercial Mediation of the American Arbitration Association, as a condition precedent to litigation or any other form of dispute resolution.



19 September 2023

Trip Elmore, Project Manager  
Dore + Whittier, OPM Group  
260 Merrimac Street  
Building 7, 2nd Floor  
Newburyport, MA 01950

Re: Clinton Middle School – Amendment No. 4 – Additional Services  
Hydrant Flow Test

Dear Mr. Elmore:

As requested, this is LPA|A's fee proposal for additional services relative to providing a hydrant flow test for the proposed Clinton Middle School building. Working with our fire protection engineer, Sensible Solutions, as well as the town's DPW, we were able to determine the most appropriate existing fire hydrants to use for this test.

A flow test is required per NFPA 13 and involves measuring the available pressure in the underground piping with just normal town flow. A fire hydrant is opened up and both the flow and the pressure are measured. The more pressure and flow that is available, the smaller the sprinkler system pipes can be. In essence, a flow test allows the fire protection engineer to design the system to provide the required fire suppression at the lowest cost to the Owner.

The contractor proposed for the above work is Rustic Fire Protection, Inc. (Rustic). The total cost for the proposed scope of work, including LPA|A's 10% contractual markup, is \$1,925 and is, in LPA|A's opinion, reasonable and appropriate. A copy of Rustic's proposal letter, dated September 14, 2023, is attached for your reference.

Also attached is Attachment F – Amendment No. 4 to the Contract for Designer Services for the Owner's signature.

Please contact me if you have any questions or comments.

Sincerely,



Eric Moore  
Principal Architect

EM/pf

Enclosures: Rustic proposal letter dated 9/14/23  
Attachment F – Amendment No. 4 to the Contract for Designer Services

cc: Katie Crockett, LPA|A  
Rick Lamoureux, LPA|A  
Peter Caruso, Jr., LPA|A  
Sean Brennan, LPA|A  
Pam Farley, LPA|A

# Rustic Fire Protection, Inc.

"SPRINKLER SYSTEMS SPECIALIST"

MA LIC. NO. 006335  
RI LIC. NO. 00000396

320 WEST MAIN STREET  
P.O. BOX 1210  
NORTON, MA 02766

TEL: (508) 431-9938  
FAX: (508) 431-9986

September 12, 2023

Sensible Solutions  
Lily Barak P.E.  
64 Knightly Road  
Hadley, MA 01035  
P.O. Box 905  
Brattleboro, MA 05302

**Project:** **B#1169**  
Fire Hydrant Flow Test  
Clinton Middle School  
100 West Boylston Street  
Clinton, MA 01510

**Phone:** 413-427-7290

**Email:** [lkbarak@crocker.com](mailto:lkbarak@crocker.com)

## Proposal for Hydrant Flow Test

1. Conduct a hydrant flow test on the hydrants located by the engineer. new room and ceiling layouts.
2. Provide a complete report and graph with the results from the test.
3. All permits and fees are included.
4. All required testing equipment included.

## Test to be performed using Hose Monster (HM) Equipment


- a. The Big Boy (HM) will be installed on the 4.5" hydrant butt.
- b. If required, a 2.5" (HM) with a 2" outlet will be installed on one of the 2.5" butts.
- c. If possible, the (HM) will be installed directly to the hydrant without the use of hoses.
- d. 4" hoses, 15', 25' and 50', 2.5 hoses, (4) 50' will be brought to the test in case they are required.

**Note:** If different equipment is required for this test, please let us know how you would like the test to be performed.

**Proposal: \$1,750.00**

**Bid Material:** emails from Lily Barak & Peter Caruso  
SK's showing hydrants and 1996 flow test

Acceptance of Proposal: The above prices, specifications, and conditions are satisfactory and are, hereby, accepted. I authorize Rustic Fire Protection, Inc., to perform the work as specified. Payment will be made as outlined above.

Signed:  \_\_\_\_\_

By: Chad Dubuc

Date: 9.12.23

Signed: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: 508-431-9938 / Fax: 508-431-9986

Email: [cdubuc@rusticfireprotection.com](mailto:cdubuc@rusticfireprotection.com)

**Please sign and return one copy.**

**Dore and Whittier Management Partners, LLC**

Please send payments to;

212 Battery Street

Suite 1

Burlington, VT 05401

Clinton Middle School  
100 West Boylston Street  
Clinton, MA 01510

Invoice number 00013  
Date 08/28/2023

Project 22-0126 CLINTON SCHOOL  
DEPARTMENT

Description	Contract Amount	Prior Billed	Current Billed	Remaining	Total Billed
<b>Pre Designer Selection</b>	39,000.00	39,000.00	0.00	0.00	39,000.00
<b>Feasibility Sudy</b>	125,000.00	110,000.00	15,000.00	0.00	125,000.00
<b>Schematic Design</b>	120,000.00	0.00	0.00	120,000.00	0.00
Total	284,000.00	149,000.00	15,000.00	120,000.00	164,000.00

Invoice total **15,000.00**

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
00012	07/26/2023	15,000.00		15,000.00			
00013	08/28/2023	15,000.00	15,000.00				
Total		30,000.00	15,000.00	15,000.00	0.00	0.00	0.00



Kathryn Crockett  
Richard J. Lamoureux, Jr.  
Eric D. Moore  
Robert Para, Jr.

## Invoice

### BILL TO

Mr. Trip Elmore  
Dore & Whittier  
220 Merrimac Street  
Building 7, 2nd Floor  
Newburyport, MA 01950

### DATE

8/31/2023

### INVOICE #

2220-2308

### TERMS

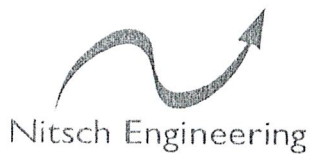
Net 15

### DUE DATE

9/15/2023

DESCRIPTION							AMOUNT
Amount Now Due for Architectural Services: Re: Clinton Middle School - Feasibility Study through Schematic Design including Amendment No. 1 - Hazmat Monitoring & Environmental Assessment, Amendment No. 2 - Land Survey and Amendment No. 3 - Site Survey							35,540.00
SUMMARY: BASE FEE = FS - \$250,000 SD - \$350,000 Amd. #1 - \$8,140 Amd. #2 - \$28,600 Amd. #3 - \$17,600 = \$654,340.							
Cost Category	Phase	Fee	Previously Invoiced	Received	Current Invoice	Balance to Invoice	
0002-0000	FS	250,000	218,750	187,500	31,250		
0002-0000	SD	350,000				350,000	
0003-0000	Env. Site	8,140	8,140	8,140			
0003-0000	Survey	28,600	21,450		4,290	2,860	
0003-0000	Site Survey	17,600				17,600	
0004-0000	Other	451	451	451			
TOTAL		654,791	248,791	196,091	35,540	370,460	
cc: Elias Grijalva							
<b>Total</b>							<b>\$35,540.00</b>

Ⓟ  
Amal # 2



2 Center Plaza, Suite 430  
Boston, MA 02108-1928  
T: 617-338-0063  
F: 617-338-6472  
[www.nitscheng.com](http://www.nitscheng.com)

Kathryn Crockett  
Lamoureux Pagano Associates | Architects  
108 Grove Street, Suite 300  
Worcester, MA 01605

August 15, 2023  
Project No: 15181.1  
Invoice No: 82776

Project 15181.1 Clinton Middle School Land Surveying Services  
Professional Services from July 1, 2023 to July 29, 2023

**Fee**

Total Fee	26,000.00		
Percent Complete	90.00	Total Earned	23,400.00
		Previous Fee Billing	19,500.00
		Current Fee Billing	3,900.00
		<b>Total Fee</b>	<b>3,900.00</b>
		<b>Total this Invoice</b>	<b>\$3,900.00</b>

**Outstanding Invoices**

Number	Date	Balance
82191	7/5/2023	19,500.00
<b>Total</b>		<b>19,500.00</b>



# Massachusetts School Building Authority

**Deborah B. Goldberg**  
*Chair, State Treasurer*

**James A. MacDonald**  
*Chief Executive Officer*

**Mary L. Pichetti**  
*Executive Director / Deputy CEO*

August 31, 2023

Mr. Michael J. Ward, Town Administrator  
Town of Clinton  
242 Church Street  
Clinton, MA 01510

Re: Town of Clinton, Clinton Middle School

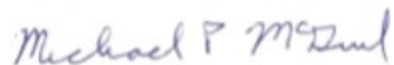
Dear Mr. Ward:

On August 30, 2023, the Massachusetts School Building Authority's Board of Directors voted to approve the Town of Clinton's Preferred Schematic for the Clinton Middle School project. Based on this approval, enclosed is a Design Enrollment Certification for 700 students in grades 4-8 for your review and execution.

Please sign and return the attached certification within 21 calendar days to document the Town of Clinton's agreement on the design enrollment for the Clinton Middle School project.

If you have any questions or comments, please do not hesitate to contact Allison Sullivan ([Allison.Sullivan@MassSchoolBuildings.org](mailto:Allison.Sullivan@MassSchoolBuildings.org)).

Sincerely,



Michael McGurl  
Director of Capital Planning

Cc: Legislative Delegation  
Matthew H. Kobus, Chair, Clinton Select Board  
Brendan Bailey, Chair, Clinton School Committee  
Dr. Steven Meyer, Superintendent, Clinton Public Schools  
Trip Elmore, Owner's Project Manager, Dore & Whittier Management Partners, LLC  
Kathryn Crockett, Designer, Lamoureux Pagano Associates, Architects  
File: 10.2 Letters (Region 2)

**MASSACHUSETTS SCHOOL BUILDING AUTHORITY  
TOWN OF CLINTON  
CLINTON MIDDLE SCHOOL  
DESIGN ENROLLMENT CERTIFICATION**

As a result of a collaborative analysis with the Massachusetts School Building Authority (the “MSBA”) of enrollment projections and space capacity needs for the proposed project at Clinton Middle School, the Town of Clinton hereby acknowledges and agrees that the design of the proposed project at Clinton Middle School shall be based on an enrollment of no more than 700 students in grades 4-8. The Town of Clinton further acknowledges and agrees that, pursuant to 963 CMR 2.00 *et seq.*, the MSBA shall determine the square feet per student space allowance and total square footage for grades 4-8 in a middle school serving 700 students. The Town of Clinton acknowledges and agrees that it has no right or entitlement to any particular design enrollment, square feet per student space allowance, or total square footage and that it has no right or entitlement to a design enrollment any greater than 700 students for Clinton Middle School, and further acknowledges and agrees that it shall not bring any claim or action, legal or equitable, against the MSBA, or any of its officers or employees, for the purpose of obtaining an increase in the design enrollment of Clinton Middle School that it has acknowledged and agreed to herein. The Town of Clinton further acknowledges and agrees that, among other things, the design enrollment, square feet per student space allowance, and total square footage of Clinton Middle School shall be subject to the approval of the MSBA’s Board and that the final approval of a proposed project at Clinton Middle School shall be within the sole discretion of the MSBA’s Board.

The undersigned, for themselves and the Town of Clinton, hereby certify that they have read and understand the contents of this Design Enrollment Certification and that each of the above statements is true, complete and accurate. The undersigned also hereby certify that they have been duly authorized by the appropriate governmental body to execute this Certification on behalf of the Town of Clinton and to bind the Town of Clinton to its terms.

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
Duly Authorized Representative of School  
Committee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent of Schools

\_\_\_\_\_  
Date

District: Town of Clinton  
School Name: Clinton Middle School  
Recommended Category: Preferred Schematic  
Date: August 23, 2023

## Recommendation

That the Executive Director be authorized to approve the Town of Clinton (the “District”), as part of its Invitation to Feasibility Study, to proceed into Schematic Design to replace the existing Clinton Middle School with a new facility serving grades 4 through 8 on the existing site. MSBA staff has reviewed the Feasibility Study and accepts the District’s Preferred Schematic.

Please note, the District’s Preferred Schematic requires formal recording of the deed from a previous land swap with National Grid (NGRID) on the existing middle school property. If the District is approved by the Board to proceed into Schematic Design for this proposed project, and then is later considered by the Board for approval of a Project Scope and Budget Agreement and a Project Funding Agreement, the vote to approve a Project Scope and Budget Agreement and a Project Funding Agreement, would be contingent upon the District meeting the MSBA requirements for ownership, control, and use of the proposed site, unless this condition is met prior to such vote.

<b>District Information</b>	
District Name	Town of Clinton
Elementary School(s)	Clinton Elementary School (PK-4)
Middle School(s)	Clinton Middle School (5-8)
High School(s)	Clinton Senior High School (9-12)
Priority School Name	Clinton Middle School
Type of School	Middle School
Grades Served	5-8
Year Opened	1975
Existing Square Footage	130,000
Additions	N/A
Acreage of Site	24 acres
Building Issues	<ul style="list-style-type: none"> <li>– Mechanical systems</li> <li>– Electrical systems</li> <li>– Plumbing systems</li> <li>– Envelope</li> <li>– Windows</li> <li>– Roof</li> </ul> Accessibility
Original Design Capacity	700
2022-2023 Enrollment	545
Agreed Upon Enrollment	Study Enrollment includes the following configurations: Enrollment 700 (grade configuration 4-8) (Preferred Schematic) Enrollment 550 (grade configuration 5-8)

<b>District Information</b>	
Enrollment Specifics	Contingent upon the Board’s approval of the Preferred Schematic, the District will sign a Design Enrollment Certification for 700 students in grades 4-8
Total Project Budget – Debt Exclusion Anticipated	Yes

<b>MSBA Board Votes</b>	
Invitation to Eligibility Period	April 14, 2021
Invitation to Feasibility Study	March 2, 2022
Preferred Schematic Authorization	On August 30, 2023 Board agenda
Project Scope & Budget Authorization	District is targeting Board authorization on April 24, 2024.
Feasibility Study Reimbursement Rate (Incentive points are not applicable)	69.76%

<b>Consultants</b>	
Owner’s Project Manager (the “OPM”)	Dore & Whittier Management Partners, Inc.
Designer	Lamoureux Pagano Associates   Architects, Inc.

## Discussion

The existing Clinton Middle School is a two-story 130,000 GSF building on a 24-acre site shared with Clinton High School. The facility currently serves 578 students in grades 5-8.

Since initial occupancy in 1976, the building has benefited from targeted alteration/repair projects. The most significant Middle School work occurred in 1996, when the new High School was constructed, and included limited hazardous material abatement, re-roofing, accessibility compliance, new finishes, markerboard installation, interior partitions, and sitework. Between 2014- 2016 more hazardous materials were abated, most of the original windows/storefronts were replaced, and new ceilings/lighting and ductless mini-split air conditioning systems were installed.

The District’s Statement of Interest (“SOI”) identified numerous deficiencies in the existing facility associated with the exterior envelope (windows, doors, roof, concrete windowsills), door hardware, lack of accessibility compliance, outdated science labs that do not support the District’s Educational Program, undersized classrooms, poorly located administrative and teacher support spaces, undersized and separated core facilities that limit after-hours community use, out-of-date and failing mechanical, electrical, technology, data, security and communication systems, lack of a full-coverage automatic fire suppression system, security risks due to multiple access points, and presence of hazardous materials.

As part of the Feasibility Study, the MSBA accepted the District’s request to explore options that include moving fourth grade students from its Elementary School into the Middle School resulting in the following study design enrollments: 550 students in grades 5-8; and 700 students in grades 4-8.

In conjunction with its consultants, the District performed a comprehensive assessment of the existing conditions and the educational program and received input from educators, administrators, and facilities personnel. Based on the findings of this effort, the District and its consultants initially studied (15) preliminary options that included: (1) code upgrade option, (4) addition/renovation options, and (10) new construction options, as presented below.

<b>Option</b>	<b>Description of Preliminary Options</b>
Option BR	Code Upgrade/Base Repair for grades 5-8 with an enrollment of 550 students at the existing Clinton Middle School; with an estimated project cost of \$82-\$88 million.
Option AR-1 (550 students)	Addition/Renovation (1-story Addition) for grades 5-8 with an enrollment of 550 students at the existing Clinton Middle School; with an estimated project cost of \$96.2-\$103.5 million.
Option AR-1 (700 students)	Addition/Renovation (1-story Addition) for grades 4-8 with an enrollment of 700 students at the existing Clinton Middle School; with an estimated project cost of \$106.9-\$114.9 million.
Option AR-2 (550 students)	Addition/Renovation (2-story Addition) for grades 5-8 with an enrollment of 550 students at the existing Clinton Middle School; with an estimated project cost of \$106.3-\$114.4 million.
Option AR-2 (700 students)	Addition/Renovation (2-story Addition) for grades 4-8 with an enrollment of 700 students at the existing Clinton Middle School; with an estimated project cost of \$120.5-\$129.6 million.
Option NC-1 (550 students)	New Construction for grades 5-8 with an enrollment of 550 students at the existing Clinton Middle School site (at Softball Fields); with an estimated project cost of \$108.8-\$117 million.
Option NC-1 (700 students)	New Construction for grades 4-8 with an enrollment of 700 students at the existing Clinton Middle School site (at Softball Fields); with an estimated project cost of \$115.9-\$124.6 million.
Option NC-2 (550 students)	New Construction (Separation of “lower” and “upper” school) for grades 5-8 with an enrollment of 550 students at the existing Clinton Middle School; with an estimated project cost of \$103.9-\$111.7 million.
Option NC-2 (700 students)	New Construction (Separation of “lower” and “upper” school) for grades 4-8 with an enrollment of 700 students at the existing Clinton Middle School; with an estimated project cost of \$115.9-\$124.6 million.
Option NC-3 (550 students)	New Construction (Cafeteria on the South) for grades 5-8 with an enrollment of 550 students at the existing Clinton Middle School; with an estimated project cost of \$107.4-\$115.5 million.

Option NC-3 (700 students)	New Construction (Cafeteria on the South) for grades 4-8 with an enrollment of 700 students at the existing Clinton Middle School; with an estimated project cost of \$115.9-\$124.6 million.
Option NC-4 (550 students)	New Construction for grades 5-8 with an enrollment of 550 students at the existing Clinton Middle School site (at the current Parking); with an estimated project cost of \$109.5-\$117.8 million.
Option NC-4 (700 students)	New Construction for grades 4-8 with an enrollment of 700 students at the existing Clinton Middle School site (at the current Parking); with an estimated project cost of \$123.7-\$133 million.
Option NC-5 (550 students)	New Construction for grades 5-8 with an enrollment of 550 students at the existing Clinton Middle School site (between the existing high school and the overhead electric power lines); with an estimated project cost of \$111-\$119.3 million.
Option NC-5 (700 students)	New Construction for grades 4-8 with an enrollment of 700 students at the existing Clinton Middle School site (between the existing high school and the overhead electric power lines); with an estimated project cost of \$123.7-\$133 million.

As a result of this analysis, the District determined that the following options would not be considered for further evaluation:

The District determined that “Option BR” is not considered a viable option because it does not meet the needs of the District’s educational program. However, this option was included as part of the final evaluation of options for cost comparison purposes only.

The District determined that while Options “NC-2 (550)”, “NC-2 (700)”, “NC-3 (550)” and “NC-3 (700)”, were similar to Options “NC-1 (550)” and “NC-1 (700)” for each enrollment, Options “NC-1 (550)” and “NC-1 (700)” better addressed the needs of the District and the District voted to eliminate all four options from further development and consideration. The four eliminated options (Options “NC-2 (550)”, “NC-2 (700)”, “NC-3 (550)” and “NC-3 (700)”) would result in significant disruption to ongoing education during construction, would require relocation of pedestrian/vehicular traffic and staff/faculty parking due to the need for dedicated construction access, and result in the temporary loss of athletic fields and other outdoor spaces during construction, which was not desirable.

The District determined that because of the limited space between the existing building and West Boylston Street, less efficient elongated plans, and location of the main entry on the south side of the building where it lacked visibility “Option NC-4 (550)” and “Option NC-4 (700)” did not warrant further consideration. These two options also limit opportunities for creating direct connections between interior and exterior spaces and create challenges in separating contractor activities from school activities during construction.

“Option NC-5 (550)” and “Option NC-5 (700)” both include classrooms above the gymnasium which raised concern over acoustical isolation, have a number of spaces with less-than-optimal views, would create conflicts with the High School bus, staff, parent, and student traffic, and

encroaches onto an existing easement which would require approval from the utility company. For these reasons, the District removed these two options from further consideration.

Subsequent to the evaluation of preliminary options, the District developed two additional options “Option AR-1.5 (550)” and “AR-1.5 (700)”, which are hybrid versions of Options “AR-1 (500 & 700)” and “AR-2 (550 & 700)”.

MSBA staff and the District agreed to explore the following (9) options for further development and consideration in the final evaluation and development of preliminary design pricing as presented below, including: (1) code upgrade options, (6) addition/renovation options, and (2) new construction options.

### Summary of Preliminary Design Pricing for Final Evaluation of Options

<b>Option (Description)</b>	<b>Total Gross Square Feet</b>	<b>Square Feet of Renovated Space (cost*/sq. ft.)</b>	<b>Square Feet of New Construction (cost*/sq. ft.)</b>	<b>Site, Building Takedown, Haz Mat. Cost*</b>	<b>Estimated Total Construction ** (cost*/sq. ft.)</b>	<b>Estimated Total Project Costs</b>
Option BR: Base Repair	130,000	130,000 \$520/sq. ft.	N/A	\$20,007,818	\$87,649,799 \$674/sq. ft.	\$118,597,994
Option AR-1 (550): Addition/Renovation (1-story Addition)	134,000	120,000 \$583/sq. ft.	14,000 \$795/sq. ft.	\$25,838,104	\$106,932,884 \$798/sq. ft.	\$134,261,291
Option AR-1 (700): Addition/Renovation (1-story Addition)	145,500	120,000 \$579/sq. ft.	25,500 \$721/sq. ft.	\$26,731,339	\$114,610,450 \$788/sq. ft.	\$143,815,270
Option AR-1.5 (550): Addition/Renovation (Separation of “lower” and “upper” school)	143,500	99,000 \$582/sq. ft.	44,500 \$794/sq. ft.	\$17,033,555	\$109,948,813 \$766/sq. ft.	\$138,966,978
Option AR-1.5 (700): Addition/Renovation (Separation of “lower” and “upper” school)	150,000	112,000 \$582/sq. ft.	38,000 \$723/sq. ft.	\$17,818,272	\$110,440,704 \$736/sq. ft.	\$140,640,860
Option AR-2 (550): Addition/Renovation (2-story Addition)	141,000	87,000 \$661/sq. ft.	54,000 \$701/sq. ft.	\$20,643,580	\$115,997,760 \$823/sq. ft.	\$145,519,000
Option AR-2 (700): Addition/Renovation (2-story Addition)	156,000	69,000 \$680/sq. ft.	87,000 \$657/sq. ft.	\$20,539,268	\$124,625,541 \$799/sq. ft.	\$155,986,300
Option NC-1 (550): New Construction	119,500	N/A	119,500 \$730/sq. ft.	\$19,470,901	\$106,734,479 \$893/sq. ft.	\$132,267,036
<b>Option NC-1 (700): New Construction***</b>	<b>136,000</b>	<b>N/A</b>	<b>136,000 \$670/sq. ft.</b>	<b>\$19,372,166</b>	<b>\$114,550,816 \$842/sq. ft.</b>	<b>\$142,184,781</b>

\* Marked up construction costs

*\*\* Does not include construction contingency*

***\*\*\*District's Preferred Schematic***

The District has selected “Option NC-1 (700)”, as the Preferred Schematic to proceed into Schematic Design because this option best supports the District’s educational program, alleviates overcrowding in the District’s elementary school, provides centralized access to gymnasium, cafeteria, and media center for controlled access after school hours, allows for direct connections between the site and cafeteria and media center, proposes the least impact on the students, faculty, and staff, and is expected to have minimal impact on the operations of the existing school during construction.

As noted above, “Option BR” was not considered a viable option because it does not meet the needs of the District’s educational program. However, this option was included as part of the final evaluation of options for cost comparison purposes only.

Options “AR-1 (550)”, “AR-1.5 (550)”, “AR-2.0 (550)” and “NC-1 (550)” were not selected as these options do not support the District’s desire to alleviate overcrowding in the District’s elementary school.

“Option AR-1 (700)” was not selected by the District as this option costs more than the District’s selected option, lacks desirable adjacencies, does not support centralized use after school hours, and the location of Cafeteria, Media Center and Gymnasium do not allow for access or views to the exterior. Furthermore, it is anticipated that this option would result in significant disruption to ongoing education during construction.

“Option AR-1.5 (700)” was not selected by the District as this option lacks desirable adjacencies, does not support centralized use after school hours, and the location of the Cafeteria, Media Center, and Gymnasium do not allow for access or views to the exterior. The District was also concerned with the potential for the need to seek variances to the code should full compliance prove impractical with the existing building, and possible landscape and site design challenges associated with site circulation and traffic control.

“Option AR-2 (700)” was not selected by the District as this option costs more than the District’s selection option, lacks desirable adjacencies, does not support centralized use after school hours, and location of the Cafeteria, Media Center, and Gymnasium do not allow for access or views to the exterior. The District was concerned with the potential for the need to seek variances to the code should full compliance prove impractical with the existing building, and these options do not provide sufficient separation of parent and bus drop off and pickup.

The District presented its proposed Preferred Schematic to the MSBA Facilities Assessment Subcommittee (“FAS”) on August 2, 2023. At that meeting, members of the FAS discussed the following items: appreciation of the Educational Program and responses to comments; opportunity to increase World Language program offerings for all students including English Learners; proposed use and staffing considerations for the proposed Media Center and Maker Space; the size of the proposed parking in relation to the building as well as refinements to integrate safety measures, designated parking areas and green space; anticipated further refinement of the building massing to clarify scale and volumes, character and experience upon entry; appreciation of the layout of the academic and public spaces; distribution and use of Special Education spaces and DESE submittal process; student class size and age requirements related to sub-separate

classrooms within a 4-8 grade configuration; and opportunities for renewable energy use such as geothermal wells, solar panels and other potential energy saving resources.

MSBA staff reviewed the conclusions of the Feasibility Study and all other subsequent submittals with the District and found:

- 1) The options investigated were sufficiently comprehensive in scope, the approach undertaken in this study was appropriate, and the District's Preferred Schematic is reasonable and cost-effective and meets the needs identified by the District.
- 2) The District has submitted an operational budget for educational objectives and a capital budget statement for MSBA review.
- 3) The District's Special Education submission will be subject to final review and approval by the Department of Elementary and Secondary Education as part of the Schematic Design submittal, which is prior to executing a Project Scope and Budget Agreement.
- 4) Subject to Board approval, the MSBA will participate in a project that includes spaces that meet MSBA guidelines, except for variations previously agreed to by the MSBA. All proposed spaces will be reviewed during the Schematic Design phase.
- 5) As part of the Schematic Design phase, the District will work with the MSBA to determine a mutually agreeable methodology to differentiate eligible costs from ineligible costs.

Based on the review outlined above, staff recommends that the Town of Clinton be approved to proceed into Schematic Design to replace the existing Clinton Middle School with a new facility serving grades 4 through 8 on the existing site, with any future Project Scope and Budget Agreement or Project Funding Agreement approval being contingent upon the District meeting the MSBA's ownership, control, and use requirements for the proposed site.

# Massachusetts School Building Authority

Deborah B. Goldberg, State Treasurer and Receiver-General

James A. MacDonald  
*Chief Executive Officer*

*Chair*

Mary L. Pichetti  
*Executive Director/Deputy CEO*



## Board Meeting

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**August 30, 2023**



# Project Votes

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# Preferred Schematic Design | **Vote**

District	School	Project Scope	Estimated Total Construction	Estimated Total Project Costs
Clinton	Clinton Middle School	New	\$114,550,816	\$142,184,781
<b>Total</b>			<b>\$114,550,816</b>	<b>\$142,184,781</b>



# Preferred Schematic Design | Clinton

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## Clinton Middle School

- Year Opened: 1975
- Current Grade Configuration: 5-8
- Agreed Upon Grade Configuration: 4-8
- Agreed Upon Enrollment: 700
- Proposed Scope of Project: New Construction
- Existing Square Footage: 130,000
- Proposed Square Footage: 136,000
- Estimated Total Construction Cost of Preferred Schematic: \$114,550,816

September, 19, 2023



# Clinton Middle School Project

## School Building Committee Meeting #16



## PBC Meeting Agenda – September 19, 2023, 6:30 PM

**DORE + WHITTIER**

- 1. Call to Order & number of voting members present:**
2. Senior Center Carriage Housing Invoice No.002 for approval, in the amount of \$145,112.50
3. Previous Topics and Approval of August 22, 2023, Meeting Minutes:
4. Project Budget Update
  1. LPA|A Amendment#004; Request for approval
5. Invoices and Commitments for approval:
  1. DWMP invoice #013, for the month of August, in the amount of \$15,000.00
  2. LPA|A Invoice #008, for the month of August, in the amount of \$35,540.00
6. MSBA Board of Directors Update
7. LPA|A Update
8. Construction Delivery Methodology Discussion and Vote
  - 8.1 If CM at Risk is voted to proceed, Designation of the Qualification, Proposal, and Interview voting members need to be established and approved.
9. Community Outreach
10. Other Topics not Reasonably Anticipated 48 hours prior to the Meeting.
11. Public Comment
12. Next Meetings
13. Adjourn:

## PBC Meeting Agenda – September 19, 2023, 6:30 PM

**DORE + WHITTIER**

1. Call to Order & number of voting members present:
2. **Senior Center Carriage Housing Invoice No.002 for approval, in the amount of \$145,112.50**
3. Previous Topics and Approval of August 22, 2023, Meeting Minutes:
4. Project Budget Update
  1. LPA|A Amendment#004; Request for approval
5. Invoices and Commitments for approval:
  1. DWMP invoice #013, for the month of August, in the amount of \$15,000.00
  2. LPA|A Invoice #008, for the month of August, in the amount of \$35,540.00
6. MSBA Board of Directors Update
7. LPA|A Update
8. Construction Delivery Methodology Discussion and Vote
  - 8.1 If CM at Risk is voted to proceed, Designation of the Qualification, Proposal, and Interview voting members need to be established and approved.
9. Community Outreach
10. Other Topics not Reasonably Anticipated 48 hours prior to the Meeting.
11. Public Comment
12. Next Meetings
13. Adjourn:

Senior Center Carriage Housing Application for Payment No.002 for Approval:

Motion to approve Fox Painting Co, application for payment No.002, in the amount of \$145,112.50 by \_\_\_\_\_, 2<sup>nd</sup> by \_\_\_\_\_."

PBC Roll Call Vote:

- Michael Ward
- Steven Meyer
- Chris Magliozzi
- Michael Moran
- Brian Delorey
- Timothy O'Toole
- Chris McGown

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO PAGES

TO OWNER Town of Clinton  
242 Church Street  
Clinton, MA 01510

PROJECT: Clinton Senior Center  
Exterior Painting and Repairs

APPLICATION NO: 2

Distribution to:  
☒ OWNER  
☐ ARCHITECT  
☐ CONTRACTOR

FROM CONTRACTOR:  
Fox Painting Co., Inc.  
23 Park St / PO Box 630  
Arlington, MA 02474

VIA ARCHITECT:

PERIOD TO: August 2023

PROJECT NO:

CONTRACT FOR: Exterior Painting Clinton Senior Center

CONTRACT DATE 5/30/2023

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 210,000.00

2. Net change by Change Orders \$ 58,000.00

3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 268,000.00

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 228,000.00

5. RETAINAGE:  
a. 5 % of Completed Work \$ 11,400.00  
(Column D + E on G703)  
b. 0 % of Stored Material \$  
(Column F on G703)  
Total Retainage (Lines 5a + 5b or  
Total in Column I of G703) \$ 11,400.00

6. TOTAL EARNED LESS RETAINAGE \$ 216,600.00  
(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 71,487.50

8. CURRENT PAYMENT DUE \$ 145,112.50

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 51,400.00  
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$40,000.00	\$0.00
Total approved this Month	\$18,000.00	\$0.00
TOTALS	\$58,000.00	\$0.00
NET CHANGES by Change Order	\$58,000.00	

CONTRACTOR: Fox Painting Co, Inc.

By: Sam Boubouhis Date: 8/2/2023

State of: Massachusetts County of: Middlesex  
Subscribed and sworn to before me this 21 day of August 2023  
Notary Public: Cindy A. Evans  
My Commission expires: 10/05/2029

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

AMOUNT CERTIFIED \$ 145,112.50

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)  
ARCHITECT: DIXON. S. & P. REALTY, INC.  
By: Date: 8/7/23

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

AIA DOCUMENT G702 APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - ©1992  
Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5202

## PBC Meeting Agenda – September 19, 2023, 6:30 PM

**DORE + WHITTIER**

1. Call to Order & number of voting members present:
2. Senior Center Carriage Housing Invoice No.002 for approval, in the amount of \$145,112.50
- 3. Previous Topics and Approval of August 22, 2023, Meeting Minutes:**
4. Project Budget Update
  1. LPA|A Amendment#004; Request for approval
5. Invoices and Commitments for approval:
  1. DWMP invoice #013, for the month of August, in the amount of \$15,000.00
  2. LPA|A Invoice #008, for the month of August, in the amount of \$35,540.00
6. MSBA Board of Directors Update
7. LPA|A Update
8. Construction Delivery Methodology Discussion and Vote
  - 8.1 If CM at Risk is voted to proceed, Designation of the Qualification, Proposal, and Interview voting members need to be established and approved.
9. Community Outreach
10. Other Topics not Reasonably Anticipated 48 hours prior to the Meeting.
11. Public Comment
12. Next Meetings
13. Adjourn:

## Previous Meeting Minutes for approval:

Motion to approve **August 22, 2023**, meeting minutes, by \_\_\_\_\_, 2<sup>nd</sup> by \_\_\_\_\_."

### PBC Roll Call Vote:

- Brian Delorey
- Chris Magliozzi
- Steven Meyer
- Michael Moran
- Timothy O'Toole
- Michael Ward
- Chris McGown

Project: Clinton Middle School  
Meeting: Permanent Building Committee  
Meeting No. 15: 08/22/2023  
Page: 2



Item No.	Description	Action
15.1	<b>Call to Order:</b> 6:32 PM meeting was called to order by PBC Chair, C. McGown with 5 of 7 members in attendance.	Record
15.2	<p><b>Senior Center Carriage Housing Invoice and Change Order Approval:</b></p> <p><b>Fox Painting Co, Application for Payment No.001 Request, in the amount of \$71,487.50</b></p> <p>A motion to approve Fox Painting Co. application for payment request, in the amount of \$71,487.50 was submitted by <u>C. Magliozzi</u> and seconded by <u>M. Moran</u>.</p> <p><b>Discussion:</b> None  <b>Roll Call Vote:</b> C. Magliozzi (Y), M. Moran (Y), B. Delorey(Y) S. Meyer (Y), C. McGown (Y)  <b>Abstentions:</b> None</p> <p>All in favor, motion passes.</p> <hr/> <p><b>Fox Painting Co, Change Order Request, in the amount of \$18,000.00</b></p> <p>A motion to approve the Fox Painting Co, Change Order Request, in the amount of \$18,000.00 was submitted by <u>B. Delory</u> and seconded by <u>C. Magliozzi</u>.</p> <p><b>Discussion:</b>  <b>B. Delorey</b> asks if we have the funds to pay for this.  <b>C. McGown</b> confirms there are funds available. Currently, the project is still under budget.  <b>Roll Call Vote:</b> C. Magliozzi (Y), M. Moran (Y), B. Delorey(Y) S. Meyer (Y), C. McGown (Y)  <b>Abstentions:</b> None</p> <p>All in favor, motion passes, July 18, 2023, meetings are certified as approved.</p>	Record
15.3	<p><b>Previous Topics &amp; Approval of July 18, 2023, Meeting Minutes:</b> A motion to approve the 07/18/2023 meeting minutes was submitted by <u>S. Meyer</u> and seconded by <u>M. Moran</u>.</p> <p><b>Discussion:</b> None.  <b>Roll Call Vote:</b> C. Magliozzi (Y), M. Moran (Y), B. Delorey(Y) S. Meyer (Y), C. McGown (Y)  <b>Abstentions:</b> None</p> <p>All in favor, motion passes, July 18, 2023, meetings are certified as approved.</p>	Record
15.4	<p><b>Invoices and Commitments for Approval</b></p> <p><b>Invoice 1: DWMP Invoice #012, for the month of July, in the amount of \$15,000.00</b></p> <p>A motion was made by <u>B. Delory</u> and seconded by <u>S. Meyer</u> for the approval of the DWMP July invoice.</p>	Record

## PBC Meeting Agenda – September 19, 2023, 6:30 PM

**DORE + WHITTIER**

1. Call to Order & number of voting members present:
2. Senior Center Carriage Housing Invoice No.002 for approval, in the amount of \$145,112.50
3. Previous Topics and Approval of August 22, 2023, Meeting Minutes:
4. **Project Budget Update**
  1. **LPA|A Amendment#004; Request for approval**
5. Invoices and Commitments for approval:
  1. DWMP invoice #013, for the month of August, in the amount of \$15,000.00
  2. LPA|A Invoice #008, for the month of August, in the amount of \$35,540.00
6. MSBA Board of Directors Update
7. LPA|A Update
8. Construction Delivery Methodology Discussion and Vote
  - 8.1 If CM at Risk is voted to proceed, Designation of the Qualification, Proposal, and Interview voting members need to be established and approved.
9. Community Outreach
10. Other Topics not Reasonably Anticipated 48 hours prior to the Meeting.
11. Public Comment
12. Next Meetings
13. Adjourn:

# Project Budget Update

**Project Name:** Clinton Middle School

**Subject:** Budget Update

**1. Invoice(s):** recommended for payment

Vendor	Invoice	Amount
Dore + Whittier	13	\$15,000
LPAA	8	\$35,540
		\$50,540

**2. New Commitment(s):** recommended for approval

Vendor	Amendment No.	Amount
LPA   A	4	\$ 11,935.00

\$11,935

**3. Budget Revision Request(s):** -








**4. MSBA Reimbursement Status:**

PR No.	Payment Request Date	Submitted Amount	Ineligible Project Costs	Eligible Project Costs	Eligible Grant	Recommended Payment Amount	MSBA Last Payment Date	MSBA Payment Amount
1	10/26/2022	\$18,000	\$0	\$18,000	\$12,557	\$0	12/15/2022	\$12,557
2	12/12/2022	\$9,968	\$635	\$9,333	\$6,511	\$0	1/6/2023	\$6,511
3	1/24/2023	\$17,000	\$0	\$17,000	\$11,859	\$0	2/16/2023	\$11,859
4	3/3/2023	\$46,250	\$0	\$46,250	\$32,264	\$0	3/30/2023	\$32,264
5	5/4/2023	\$100,896	\$256	\$100,640	\$70,206	\$0	5/25/2023	\$70,206
6	8/3/2023	\$138,945	\$195	\$100,640	\$96,792	\$0	9/8/2023	\$96,792
7	9/18/2023	\$67,700	\$0	\$67,700	\$47,228	\$47,228		
<b>Total</b>		<b>\$398,759</b>				<b>\$47,228</b>		<b>\$230,189</b>

# Project Budget Details:

DWMP Project No.	22-0126	Project Type	Middle School
Project Name	Clinton Middle School	Scope Type	TBD
Project Address	100 W Boylston Clinton, MA 01510	MSBA Project?	Yes
Project Phase	Feasibility Study	MSBA Proj. No.	202000640305
Phase End-Date	10/04/2023	Enrollment	0
Phase % Complete	93%	Reimb. Rate	69.76%

[Edit Project Details](#)

-  Budgets
-  Budget Transfers
-  Contracts
-  Invoices
-  Vendors
-  Meetings
-  Monthly Reporting

## Project Budget Summary

Budget Category	Orig. Budget	Transfers	Upd. Budget	Contract Amt.	% Committed	Expended	% Expended	Contract Remain'g	Bud. Balance
[-] 0000-0000 Feasibility Study Agreement									
<a href="#">0001-0000: OPM - Feasibility Study</a>	\$200,000.00	\$90,600.00	\$290,600.00	\$290,600.00	100%	\$180,250.00	62%	\$110,350.00	\$0.00
<a href="#">0002-0000: A&amp;E - Feasibility Study</a>	\$600,000.00	\$0.00	\$600,000.00	\$600,000.00	100%	\$187,500.00	31%	\$412,500.00	\$0.00
<a href="#">0003-0000: Environmental &amp; Site</a>	\$100,000.00	-\$30,000.00	\$70,000.00	\$54,340.00	77%	\$29,590.00	54%	\$24,750.00	\$15,660.00
<a href="#">0004-0000: Other</a>	\$100,000.00	-\$60,600.00	\$39,400.00	\$1,418.68	3%	\$1,418.68	100%	\$0.00	\$37,981.32
Total - [-] 0000-0000 Feasibility Study Agreement	\$1,000,000.00	\$0.00	\$1,000,000.00	\$946,358.68		\$398,758.68		\$547,600.00	\$53,641.32
Total	\$1,000,000.00	\$0.00	\$1,000,000.00	\$946,358.68		\$398,758.68		\$547,600.00	\$53,641.32

## LPA|A Amendment #004, Request for Approval

"Motion to approve LPA|A Amendment request No.004, in the amount of \$11,935.00 by \_\_\_\_\_, 2<sup>nd</sup> by \_\_\_\_\_."

### PBC Roll Call Vote:

- Brian Delorey
- Chris Magliozzi
- Steven Meyer
- Michael Moran
- Timothy O'Toole
- Michael Ward
- Chris McGown

## ATTACHMENT F

### CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. 4

WHEREAS, the Town of Clinton \_\_\_\_\_ ("Owner") and Lamoureux Pagano Associates/Architects, (the "Designer") (collectively, the "Parties") entered into a Contract for Designer Services for the Clinton Middle School December 20<sup>th</sup>, 2022; and

WHEREAS, effective as of September 19, 2023, the Parties wish to amend the Contract:

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Amendment, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Owner hereby authorizes the Designer to perform additional services relative to Geotechnical testing and a Fire Hydrant Flow Test, pursuant to the terms and conditions set forth in the Contract, as amended.
2. For the performance of services required under the Contract, as amended, the Designer shall be compensated by the Owner in accordance with the following Fee for Basic Services:

Fee for Basic Services:	Original Contract	After this Amendment
Feasibility Study Phase	\$ 250,000	\$ 250,000
Schematic Design Phase	\$ 350,000	\$ 350,000
Design Development Phase	\$ _____	\$ _____
Construction Document Phase	\$ _____	\$ _____
Bidding Phase	\$ _____	\$ _____
Construction Phase	\$ _____	\$ _____
Completion Phase	\$ _____	\$ _____
Amd. #1 – Hazardous Material Inspec, & Environmental Assessment	\$ 8,140	\$ 8,140
Amd. #2 – Land Survey Services	\$ 28,600	\$ 28,600
Adm. #3 - Site Surveying Services	\$ 17,600	\$ 17,600
Amd. #4 – Geotechnical Testing Svcs	\$ _____	\$ 10,010
Amd. #4 – Fire Hydrant Flow Test	\$ _____	\$ 1,925
<b>Total Fee</b>	<b>\$ 654,340</b>	<b>\$ 666,275</b>

## PBC Meeting Agenda – September 19, 2023, 6:30 PM

**DORE + WHITTIER**

1. Call to Order & number of voting members present:
2. Senior Center Carriage Housing Invoice No.002 for approval, in the amount of \$145,112.50
3. Previous Topics and Approval of August 22, 2023, Meeting Minutes:
4. Project Budget Update
  1. LPA|A Amendment#004; Request for approval
- 5. Invoices and Commitments for approval:**
  - 1. DWMP invoice #013, for the month of August, in the amount of \$15,000.00**
  - 2. LPA|A Invoice #008, for the month of August, in the amount of \$35,540.00**
6. MSBA Board of Directors Update
7. LPA|A Update
8. Construction Delivery Methodology Discussion and Vote
  - 8.1 If CM at Risk is voted to proceed, Designation of the Qualification, Proposal, and Interview voting members need to be established and approved.
9. Community Outreach
10. Other Topics not Reasonably Anticipated 48 hours prior to the Meeting.
11. Public Comment
12. Next Meetings
13. Adjourn:

## DWMP Invoice #013 for Approval:

“Motion to approve the DWMP August Invoice, in the amount of \$15,000.00 by \_\_\_\_\_, 2<sup>nd</sup> by\_\_\_\_\_.”

## PBC Roll Call Vote:

- Brian Delorey
- Chris Magliozzi
- Steven Meyer
- Michael Moran
- Timothy O’Toole
- Michael Ward
- Chris McGown

### Dore and Whittier Management Partners, LLC

Please send payments to;  
212 Battery Street  
Suite 1  
Burlington, VT 05401

Clinton Middle School  
100 West Boylston Street  
Clinton, MA 01510

Invoice number 00013  
Date 08/28/2023

Project 22-0126 CLINTON SCHOOL  
DEPARTMENT

Description	Contract Amount	Prior Billed	Current Billed	Remaining	Total Billed
Pre Designer Selection	39,000.00	39,000.00	0.00	0.00	39,000.00
Feasibility Sudy	125,000.00	110,000.00	15,000.00	0.00	125,000.00
Schematic Design	120,000.00	0.00	0.00	120,000.00	0.00
Total	284,000.00	149,000.00	15,000.00	120,000.00	164,000.00


Invoice total **15,000.00**

### Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
00012	07/26/2023	15,000.00		15,000.00			
00013	08/28/2023	15,000.00	15,000.00				
Total		30,000.00	15,000.00	15,000.00	0.00	0.00	0.00

“Motion to approve the LPA | A August Invoice, in the amount of \$35,540.00 by \_\_\_\_\_, 2<sup>nd</sup> by \_\_\_\_\_.”

- Brian Delorey
- Chris Magliozzi
- Steven Meyer
- Michael Moran
- Timothy O'Toole
- Michael Ward
- Chris McGown

	<div style="text-align: right;"> <b>Kathryn Crockett</b>              Richard J. Lamoureux, Jr.              Eric D. Moore              Robert Para, Jr.           </div>
---	---

<b>BILL TO</b>	<b>Invoice</b>								
Mr. Trip Elmore Dore & Whittier 220 Merrimac Street Building 7, 2nd Floor Newburyport, MA 01950	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">DATE</th> <th style="width: 50%;">INVOICE #</th> </tr> <tr> <td style="text-align: center;">8/31/2023</td> <td style="text-align: center;">2220-2308</td> </tr> <tr> <th>TERMS</th> <th>DUE DATE</th> </tr> <tr> <td style="text-align: center;">Net 15</td> <td style="text-align: center;">9/15/2023</td> </tr> </table>	DATE	INVOICE #	8/31/2023	2220-2308	TERMS	DUE DATE	Net 15	9/15/2023
DATE	INVOICE #								
8/31/2023	2220-2308								
TERMS	DUE DATE								
Net 15	9/15/2023								

DESCRIPTION	AMOUNT																																																								
Amount Now Due for Architectural Services: Re: Clinton Middle School - Feasibility Study through Schematic Design including Amendment No. 1 - Hazmat Monitoring & Environmental Assessment, Amendment No. 2 - Land Survey and Amendment No. 3 - Site Survey	35,540.00																																																								
SUMMARY: BASE FEE = FS - \$250,000 SD - \$350,000 Amd. #1 - \$8,140 Amd. #2 - \$28,600 Amd. #3 - \$17,600 = \$654,340.																																																									
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Cost Category</th> <th>Phase</th> <th>Fee</th> <th>Previously Invoiced</th> <th>Received</th> <th>Current Invoice</th> <th>Balance to Invoice</th> </tr> </thead> <tbody> <tr> <td>0002-0000</td> <td>FS</td> <td style="text-align: right;">250,000</td> <td style="text-align: right;">218,750</td> <td style="text-align: right;">187,500</td> <td style="text-align: right;">31,250</td> <td></td> </tr> <tr> <td>0002-0000</td> <td>SD</td> <td style="text-align: right;">350,000</td> <td></td> <td></td> <td></td> <td style="text-align: right;">350,000</td> </tr> <tr> <td>0003-0000</td> <td>Env. Site</td> <td style="text-align: right;">8,140</td> <td style="text-align: right;">8,140</td> <td style="text-align: right;">8,140</td> <td></td> <td></td> </tr> <tr> <td>0003-0000</td> <td>Survey</td> <td style="text-align: right;">28,600</td> <td style="text-align: right;">21,450</td> <td></td> <td style="text-align: right;">4,290</td> <td style="text-align: right;">2,860</td> </tr> <tr> <td>0003-0000</td> <td>Site Survey</td> <td style="text-align: right;">17,600</td> <td></td> <td></td> <td></td> <td style="text-align: right;">17,600</td> </tr> <tr> <td>0004-0000</td> <td>Other</td> <td style="text-align: right;">451</td> <td style="text-align: right;">451</td> <td style="text-align: right;">451</td> <td></td> <td></td> </tr> <tr> <td colspan="2"><b>TOTAL</b></td> <td style="text-align: right;">654,791</td> <td style="text-align: right;">248,791</td> <td style="text-align: right;">196,091</td> <td style="text-align: right;">35,540</td> <td style="text-align: right;">370,460</td> </tr> </tbody> </table>	Cost Category	Phase	Fee	Previously Invoiced	Received	Current Invoice	Balance to Invoice	0002-0000	FS	250,000	218,750	187,500	31,250		0002-0000	SD	350,000				350,000	0003-0000	Env. Site	8,140	8,140	8,140			0003-0000	Survey	28,600	21,450		4,290	2,860	0003-0000	Site Survey	17,600				17,600	0004-0000	Other	451	451	451			<b>TOTAL</b>		654,791	248,791	196,091	35,540	370,460	
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cc: Elias Grijalva																																																									

## PBC Meeting Agenda – September 19, 2023, 6:30 PM

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13. Adjourn:

District	School	Project Scope	Estimated Total Construction	Estimated Total Project Costs
Clinton	Clinton Middle School	New	\$114,550,816	\$142,184,781
Total			\$114,550,816	\$142,184,781



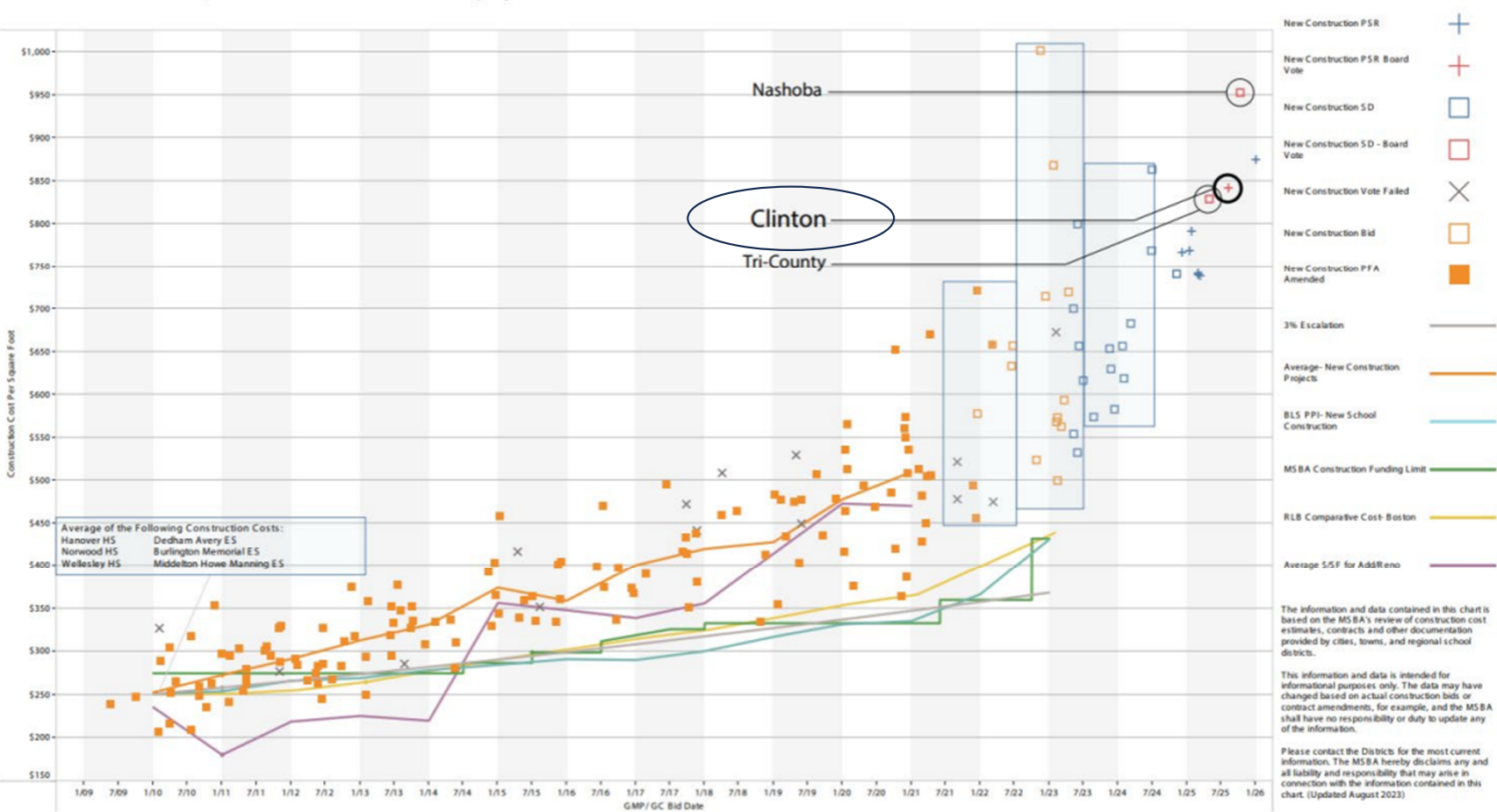
## Preferred Schematic Design | Clinton

### Clinton Middle School

- Year Opened: 1975
- Current Grade Configuration: 5-8
- Agreed Upon Grade Configuration: 4-8
- Agreed Upon Enrollment: 700
- Proposed Scope of Project: New Construction
- Existing Square Footage: 130,000
- Proposed Square Footage: 136,000
- Estimated Total Construction Cost of Preferred Schematic: \$114,550,816

# MSBA Board of Directors Meeting: August 30, 2023

New Construction Costs Compared to Common Economic Indicators | August 4, 2023



# MSBA Board of Directors PSR Approval Letter:

## Entering Module 4: Schematic Design

Based upon the completed Feasibility Study and the steps outlined in [Module 3 – Feasibility Study](#), the District and its team, in collaboration with the MSBA, develop a robust schematic design of sufficient detail to establish the scope, budget and schedule for the Proposed Project. The MSBA generates a Project Scope and Budget Agreement that documents the project scope, budget, schedule and MSBA financial participation to forward to the MSBA Board of Directors for their consideration. Approval by the MSBA Board of Directors is required for all projects in order for the MSBA to enter into a Project Scope and Budget Agreement and a Project Funding Agreement with the District.



August 31, 2023

Mr. Michael J. Ward, Town Administrator  
Town of Clinton  
242 Church Street  
Clinton, MA 01510

Re: Town of Clinton, Clinton Middle School

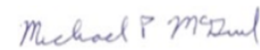
Dear Mr. Ward:

On August 30, 2023, the Massachusetts School Building Authority's Board of Directors voted to approve the Town of Clinton's Preferred Schematic for the Clinton Middle School project. Based on this approval, enclosed is a Design Enrollment Certification for 700 students in grades 4-8 for your review and execution.

Please sign and return the attached certification within 21 calendar days to document the Town of Clinton's agreement on the design enrollment for the Clinton Middle School project.

If you have any questions or comments, please do not hesitate to contact Allison Sullivan ([Allison.Sullivan@MassSchoolBuildings.org](mailto:Allison.Sullivan@MassSchoolBuildings.org)).

Sincerely,

  
Michael McGurl  
Director of Capital Planning

Cc: Legislative Delegation  
Matthew H. Kobus, Chair, Clinton Select Board  
Brendan Bailey, Chair, Clinton School Committee  
Dr. Steven Meyer, Superintendent, Clinton Public Schools  
Trip Elmore, Owner's Project Manager, Dore & Whittier Management Partners, LLC  
Kathryn Crockett, Designer, Lamoureux Pagano Associates, Architects  
File: 10.2 Letters (Region 2)

## PBC Meeting Agenda – September 19, 2023, 6:30 PM

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## 4TH GRADE

TOTAL AREA: 136,000 GSF

1st FLOOR: 84,000 GSF

2nd FLOOR: 52,000 GSF

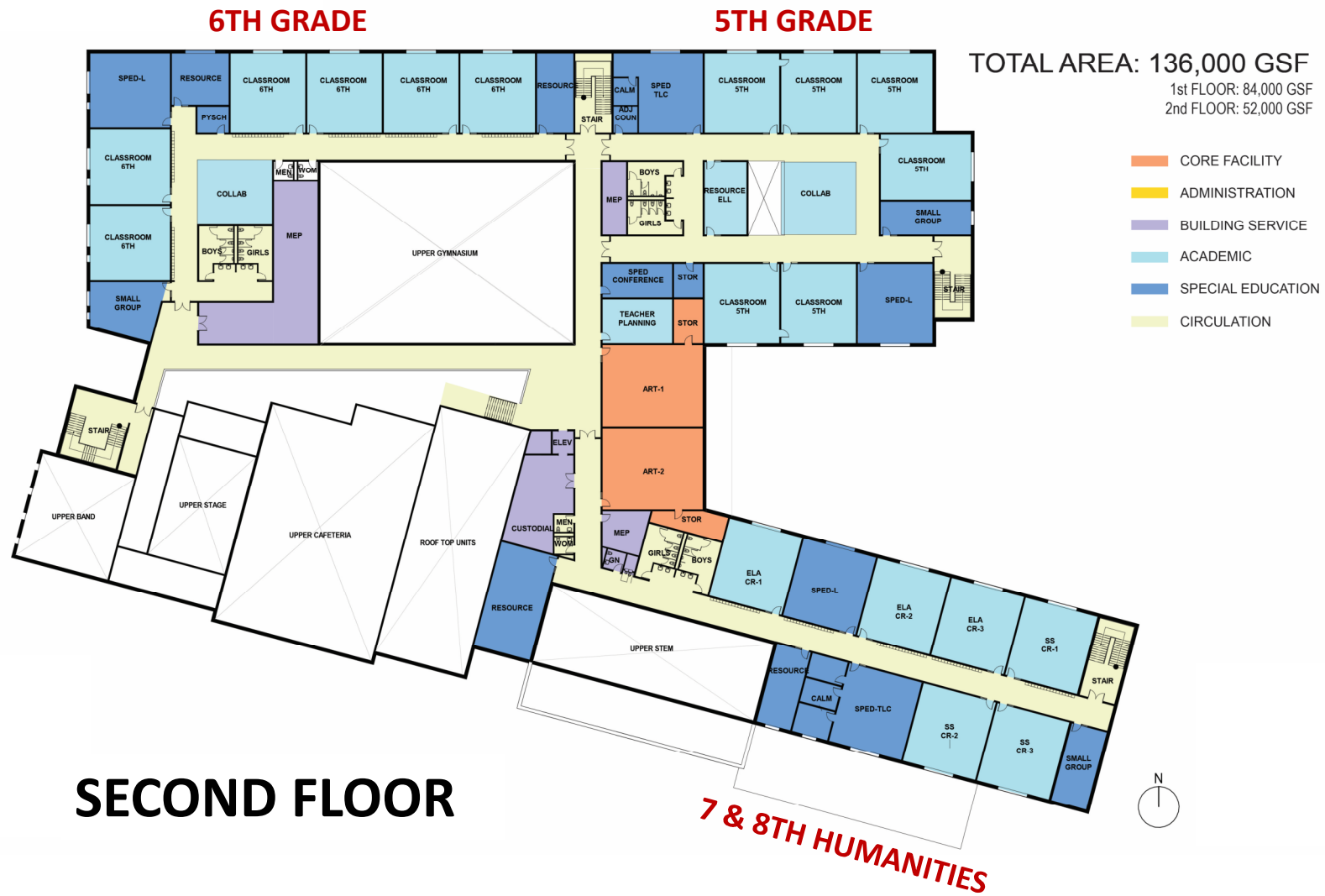
- CORE FACILITY
- ADMINISTRATION
- BUILDING SERVICE
- ACADEMIC
- SPECIAL EDUCATION
- CIRCULATION



## FIRST FLOOR

## 7 & 8TH STEM











# MSBA

Massachusetts School Building Authority

Funding Affordable, Sustainable, and Efficient Schools in  
Partnership with Local Communities

## **Old Base Requirements:**

- 1) LEED for Schools Certified or NE-CHPS Verified
- 2) Exceed Current Energy Code by 10%
- 3) Specific IAQ Points Required– LEED or NE-CHPS

## **Previously for an Additional 2%:**

- 1) Exceed Current Energy Code by 20%

# MSBA Amendment

Voted on at the 6/21/23 MSBA Board meeting

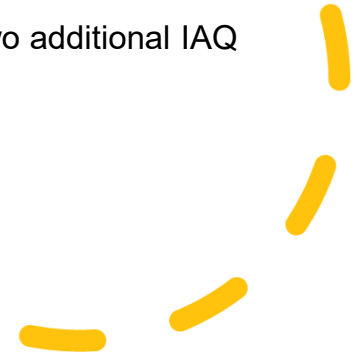
## **Base Requirement:**

- 1) LEED for Schools Silver or NE-CHPS Verified
- 2) Meet new Stretch Code
- 3) Minimum IAQ Points – LEED or NE-CHPS

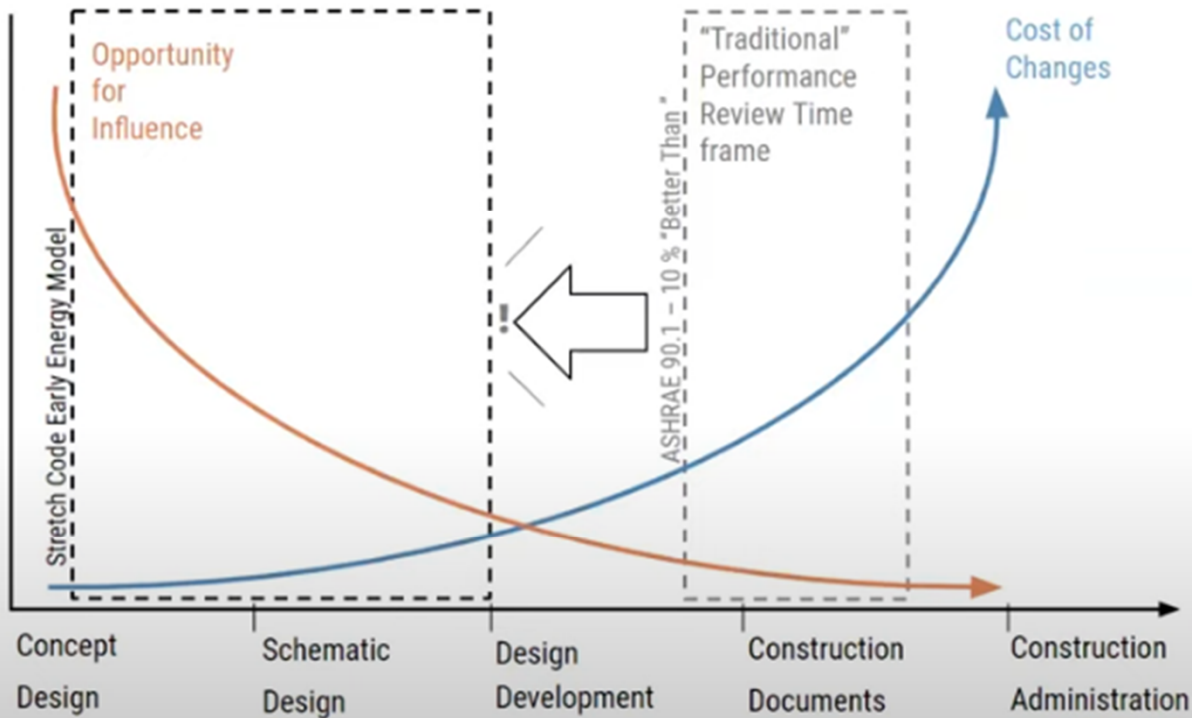
**For an Additional 3%:** meet Opt-in Specialized Code

**For an Additional 1%:** achieve two additional IAQ points in LEED or CHPS

4% additional available in total




## Front-Loaded Design Process



Most cost-effective approach to delivering buildings =  
**make the right decisions early**

- Energy Model + Set performance targets early
- Design accordingly with whole team
- Update modeling and check design through subsequent phases

## Compliance Pathway



Stretch Code Mandatory Code Requirements (in addition to IECC 2021)	PSR Design	Stretch Code	Opt-in Code
C402.1.5 - Envelope Backstop	○	●	●
C402.3 - Rooftop Solar Ready	●	●	●
C402.5 - Air Leakage Testing	○	●	●
C402.7 - Thermal Bridge Derating	○	●	●
C403 - Building Mechanical System w/ Energy Recovery	◐	●	●
C404 - Service Water Heating	◐	●	●
C406 - Additional Efficiency Measures	◐	●	●
EV Parking (check zoning!)	◐	●	●

... and schools must follow the Targeted Performance Pathway (aka TEDI)

# Specialized Code: Schools, Offices, similar uses



TEDI limits

Air infiltration

Ventilation energy recovery

Thermal bridging

Meet all the requirements of stretch code



All electric systems

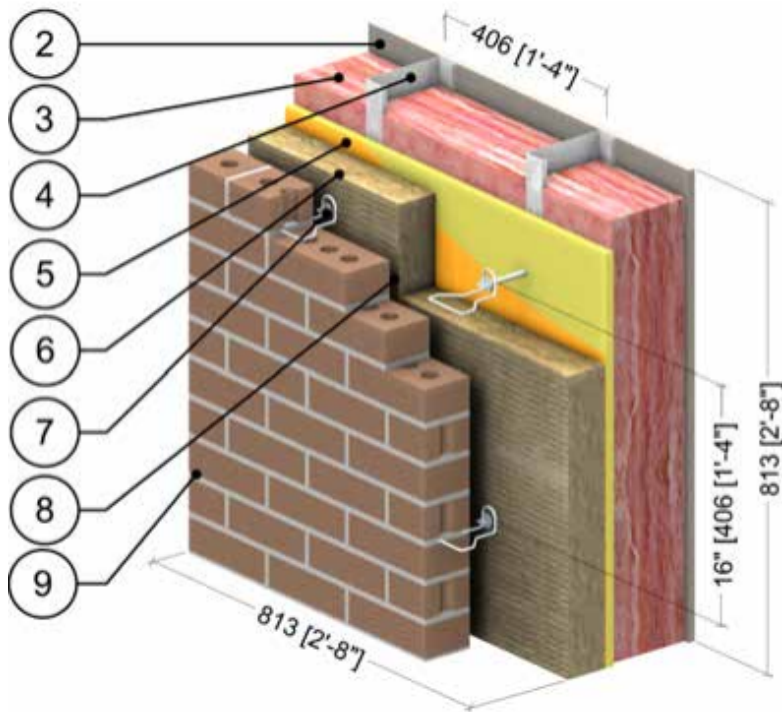
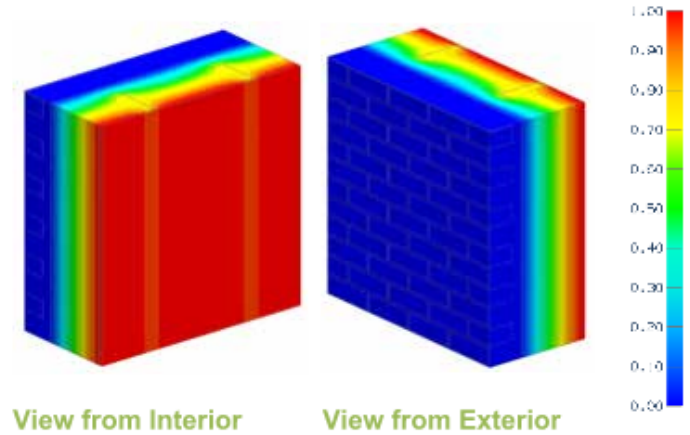
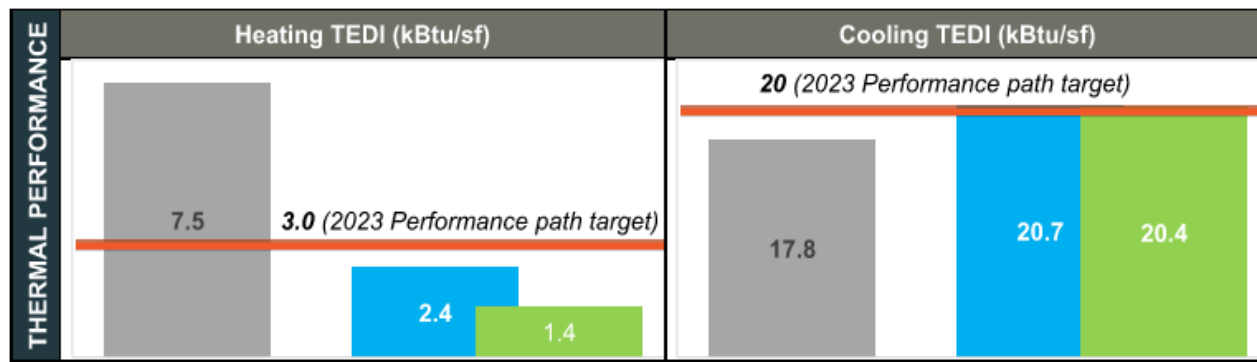
or

Rooftop solar where feasible and electric readiness

or

Net Zero energy on-site with all electric systems  
Or electric readiness if using gas

Building Systems [PSR Design]	Gas	Electric
Heating		●
Cooling [Air Conditioning throughout]		●
Domestic Hot Water	●	
Cooking Equipment	◐	◐
Emergency Generator	●	



ID	Component	Thickness Inches (mm)	Conductivity Btu-in / ft <sup>2</sup> -hr-°F (W/m K)	Nominal Resistance hr-ft <sup>2</sup> -°F/Btu (m <sup>2</sup> K/W)	Density lb/ft <sup>3</sup> (kg/m <sup>3</sup> )	Specific Heat Btu/lb-°F (J/kg K)
1	Interior Film <sup>1</sup>	-	-	R-0.7 (0.12 RSI)	-	-
2	Gypsum Board	1/2" (13)	1.1 (0.16)	R-0.5 (0.08 RSI)	50 (800)	0.26 (1090)
3	Ecotouch Pink Fiberglass Batt	6" (152)	0.25 (0.036)	R-24 (4.2 RSI)	1.42 (22.7)	0.17 (710)
4	6" x 1 5/8" Steel Studs	18 Gauge	430 (62)	-	489 (7830)	0.12 (500)
5	Exterior Sheathing	5/8" (16)	1.1 (0.16)	R-0.6 (0.10 RSI)	50 (800)	0.26 (1090)
6	Thermafiber RainBarrier 45 Mineral Wool Semi Rigid Insulation	Varies	0.24 (0.034)	R-6.3 to R-21.0 (1.11 to 3.70 RSI)	4.5 (72)	0.29 (1220)
7	Heckmann Pos-I-Tie Masonry Tie 16" (406) o.c.	Varies	-	-	-	-
8	Vented Air Cavity <sup>2</sup>	1.5" (38)	-	R-0.4 (0.07 RSI)	0.075 (1.2)	0.24 (1000)
9	Brick Veneer	3 5/8" (92)	5.4 (0.78)	-	120 (1920)	0.19 (720)
10	Zinc Barrel	-	726 (105)	-	412 (6600)	-
11	Rubber Washer (EPDM)	1/16" (1.59)	1.7 (0.25)	-	62 (997)	-
12	Galvanized Steel Wire Pintle	3/16" (5) Ø	645 (93)	-	489 (7830)	0.12 (500)
13	Exterior Film <sup>1</sup>	-	-	R-0.2 (0.03 RSI)	-	-

<sup>1</sup> Value selected from table 1, p. 26.1 of 2009 ASHRAE Handbook – Fundamentals depending on surface orientation

<sup>2</sup> The thermal conductivity of air spaces was found using ISO 100077-2

**PSR Estimated Town Share = \$81.75M**



**MSBA**

Massachusetts School Building Authority

Funding Affordable, Sustainable, and Efficient Schools in  
Partnership with Local Communities

**Old Base Requirements:**

- 1) LEED for Schools Certified or NE-CHPS Verified
- 2) Exceed Current Energy Code by 10%
- 3) Specific IAQ Points Required– LEED or NE-CHPS

**Previously for an Additional 2%:**

- 1) Exceed Current Energy Code by 20%

**2% Incentive Loss = \$83.3M**  
**+ Stretch Code Improvements**

## MSBA Amendment

Voted on at the 6/21/23 MSBA Board meeting

**Base Requirement:**

- 1) LEED for Schools Silver or NE-CHPS Verified
- 2) Meet new Stretch Code
- 3) Minimum IAQ Points – LEED or NE-CHPS


**For an Additional 3%:** meet Opt-in Specialized Code

**For an Additional 1%:** achieve two additional IAQ points in LEED or CHPS

4% additional available in total

**4% Incentive Increase = ±\$80.2M**  
**+ Stretch Code + All Electric**

## Compliance Pathway



Stretch Code Mandatory Code Requirements (in addition to IECC 2021)	PSR Design	Stretch Code	Opt-in Code
C402.1.5 - Envelope Backstop	<b>\$81.75M</b>  Included 2% Energy Efficiency Incentive Points	<b>\$83.25M</b>  Includes 2% Loss Energy Efficiency Incentive Points  + Stretch code improvements  Electric Domestic Hot Water  Electric Cooking Equipment  Insulation Increases  Triple Pane Windows	<b>\$80.25M</b>  Includes 4% Energy Efficiency Incentive Points  + Stretch code improvements  Electric Domestic Hot Water  Electric Cooking Equipment  Insulation Increases  Triple Pane Windows
C402.3 - Rooftop Solar Ready			
C402.5 - Air Leakage Testing			
C402.7 - Thermal Bridge Derating			
C403 - Building Mechanical System w/ Energy Recovery			
C404 - Service Water Heating			
C406 - Additional Efficiency Measures			
EV Parking (check zoning!)			

... and schools must follow the Targeted Performance Pathway (aka TEDI)

± \$1.5M Delta

± \$650K

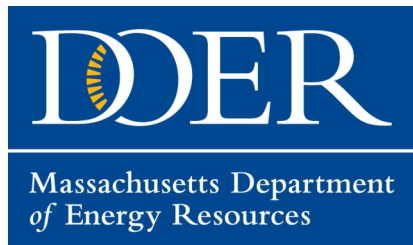
N/A

N/A

± \$525K

± \$175K

# nationalgrid



**Total Heating Load:**  
**± 250 Tons**

Equipment Type	Customer Rebate Amount	1, 2, 3, 4, 5
Air Source Heat Pumps (ASHP)	\$2,500 per ton	
Air Source Variable Refrigerant Flow Heat Pumps (VRF)	\$3,500 per ton	
Ground Source Heat Pumps (GSHPs)	\$4,500 per ton	

Will not fund gas equipment after January 1, 2024.

**Air Source Heat Pumps: \$800 a ton**

**Variable Refrigerant Flow (VRF) - \$1200 a ton**

**Ground Source Heat Pumps: \$4500 a ton**

**Mass Save's Path 1 program requires buildings to be all electric, and this is path has the most financial incentives**

**The Path one program also means that the team will only need to run one energy model - which can be used for both incentives and LEED.**

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11. Public Comment
12. Next Meetings
13. Adjourn:

# Design-Bid-Build

## MGL Chapter 149

- You are purchasing a building in accordance with plans and specifications
- Selection is bid/price based (Lowest bidder wins)
- Design is finished, *then* the bid to GC and subcontractors (After MSBA PFA)
- Traditional Massachusetts project delivery method
- Sealed bid, fixed price
- Contract value based on a “lump sum” amount
- “Closed book” construction budget accounting

# CM at Risk

## MGL Chapter 149a

- You are hiring a professional service firm that manages the construction of buildings and provides input during the design process
- Selection is qualifications *AND* cost-based
- CM provides pre-construction (Prior to MSBA PFA) & and construction services
- CM participates in the sub-contractor prequalification process
- Option for early release bid packages or “fast-track” schedules
- Contract value based on a “Guaranteed Maximum Price (GMP)”
- GMP Assembled with assumptions and allowances for phasing/logistics – Potential for additional reimbursement on unforeseen items
- “Open book” construction budget accounting

## CONSTRUCTION DELIVERY METHOD- ADVANTAGES

### Design-Bid-Build

#### MGL Chapter 149

- Familiar delivery method
- Simple procurement process to manage
- Lowest price proposed & accepted
- Simple accounting (GC/GR)

### CM at Risk

#### MGL Chapter 149a

- Qualifications-based selection
- The builder assists with budgeting, logistics & constructability
- Schematic Design Estimate (reconciled) set budget (Prior to MSBA PFA)
- Fast track scheduling allows the use of Early Release Packages (ERP)
- CM joins the “Team” during the design phase and provides input as documents are developed
- Negotiations and “Team” atmosphere reduces the likelihood of claims and schedule extension
- CM assumes risk for project cost and schedule

## CONSTRUCTION DELIVERY METHOD- DISADVANTAGES

### Design-Bid-Build

#### MGL Chapter 149

- Linear process: may mean longer schedule durations
- Construction cost not known until bids received; may require re-design/re-bid (AFTER PFA)
- GC project management, safety, and field supervision is minimal
- Increased probability of disputes/claims
- No GC input in design, planning, constructability or budgeting
- Full costs not realized until completion

### CM at Risk

#### MGL Chapter 149a

- Requires OPM/Design team to be familiar with GMP model
- Two-step procurement process takes time
- Additional CM costs related to preconstruction services

## Construction Delivery Methodology Vote

“Motion to approve the **DBB or CM@ Risk**, was made by \_\_\_\_\_, 2<sup>nd</sup> by\_\_\_\_\_.”

### PBC Roll Call Vote:

- Brian Delorey
- Chris Magliozzi
- Steven Meyer
- Michael Moran
- Timothy O’Toole
- Michael Ward
- Chris McGown

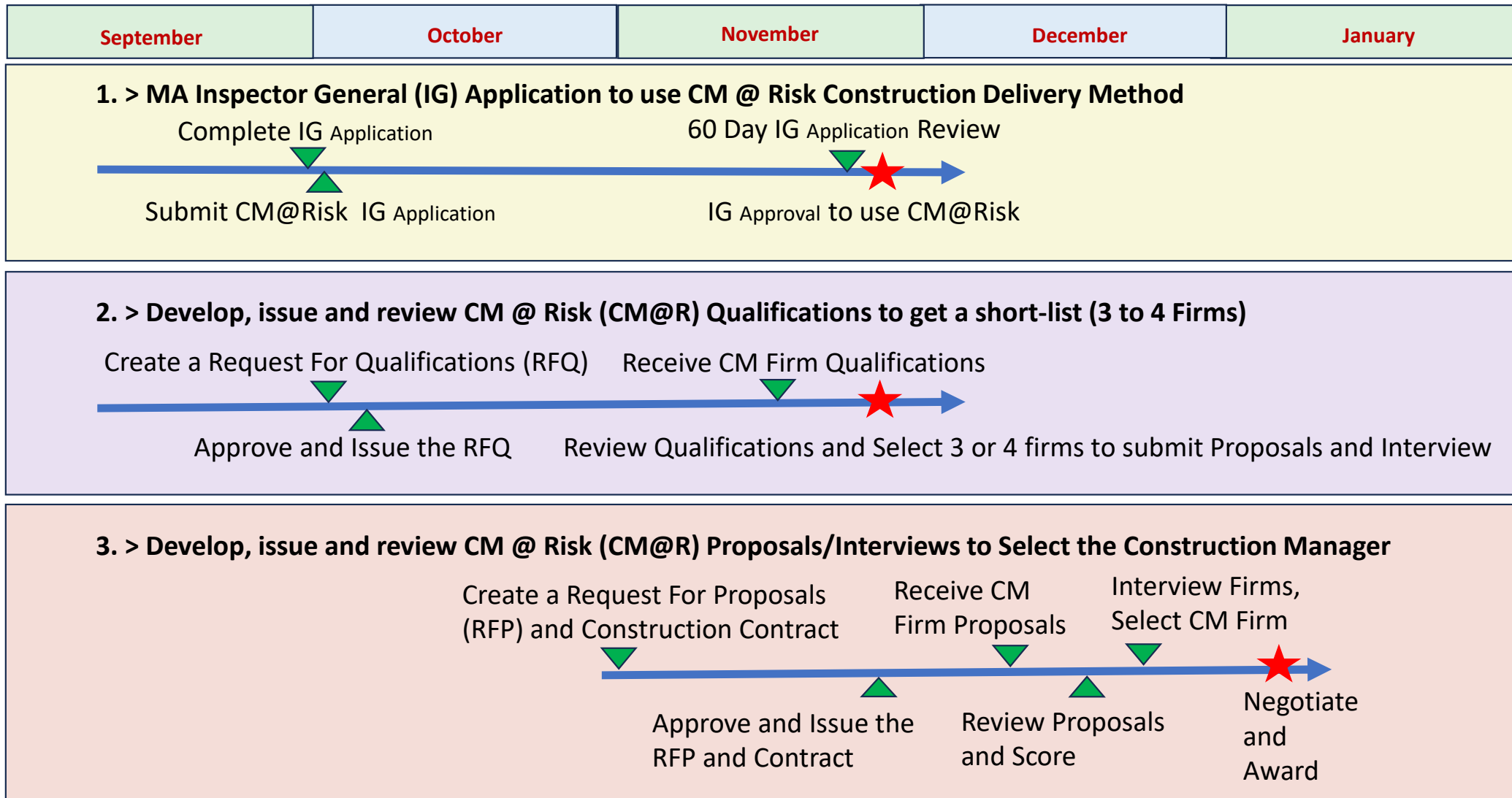
**Design-Bid-Build**

**MGL Chapter 149**

**CM at Risk**

**MGL Chapter 149a**

# Clinton Middle School - CM @ Risk Procurement Process Timeline after a PBC vote to proceed



## CM @ Risk – CM Selection Timeline

If CM at Risk is voted to proceed, the Designation of the Qualification, Proposal, and Interview voting members need to be established and approved.

### Form prequalification/CM selection subcommittee

At least 2 members from SBC/PBC, 1 member from OPM, and 1 member from Architect

District Member #1 \_\_\_\_\_  
 District Member #2 \_\_\_\_\_  
 District Member #3 ? \_\_\_\_\_

OPM Representative: Trip Elmore

LPA|A Representative: Eric Moore

### Clinton Middle School - CM Selection Timeline

Construction Delivery Method Vote			
#	Description	Dates	
1	SBC Meeting - Construction Delivery Method & Committee selection Vote	Tue 9/19/23	
IG Application Process			
1	Complete the IG Application Form	Wed 9/20/23	
2	Submit CM@R Application to IG	Mon 9/25/23	
3	Max of 60 Day IG application Review Period	Tue 9/26/23	Mon 11/27/23
4	IG Formal approval to proceed with the CM @ Risk Delivery Method	Tue 11/28/23	Tue 11/28/23
CM@R Request For Qualifications (RFQ)			
1	Develop Draft CM@R Request For Qualifications (RFQ)	Wed 9/20/23	Wed 9/27/23
2	Distribute Draft CM@R PreQ for Review & Approval by Selection Committee (SC)	Thu 9/28/23	Thu 9/28/23
3	CM@R Prequalification Selection Committee meeting	Tue 10/3/23	Tue 10/3/23
4	Run Central Register, COMBUYS & Local Ad for CM@R RFQ	Wed 10/4/23	Wed 10/4/23
5	Issue CM@R RFQ	Wed 10/4/23	Wed 10/4/23
6	CM@R Qualifications Due	Thu 10/26/23	Thu 10/26/23
7	PreQ Committee reviews and ranks quals - shortlist 3 to 4 firms	Fri 10/27/23	Mon 11/6/23
8	PBC/SBC Meeting - Notification of Shortlisted Firms	Tue 11/14/23	Tue 11/14/23
CM@R Proposal and selection Process			
1	Develop CM @ Risk RFP/Contracts/Schedule/Est. Requirements	Thu 10/5/23	Wed 10/25/23
2	Local Council Review of RFP & Contracts	Thu 10/26/23	Tue 11/7/23
3	Distribute CM@R RFP	Wed 11/8/23	Wed 11/8/23
4	CM Site Visit/Walk-Through	Wed 11/15/23	Wed 11/15/23
5	CM Proposals Due	Mon 11/27/23	Mon 11/27/23
6	CM selection committee review proposals	Tue 11/28/23	Mon 12/4/23
7	CM Selection Committee Meets and scores proposals	Tue 12/5/23	Tue 12/5/23
8	Issue Interview questions & order	Wed 12/6/23	Wed 12/6/23
9	Interview CM Firms	Thu 12/14/23	Fri 12/15/23
10	Negotiate Contract and award CM Firm	Mon 12/18/23	Wed 1/3/24
11	Award SD Estimating Purchase Order	Thu 1/4/24	Thu 1/4/24

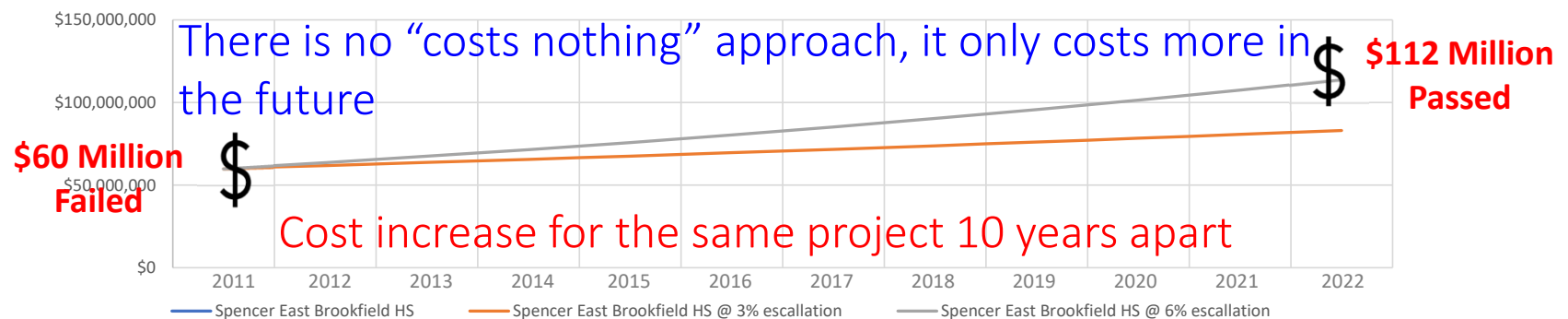
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13. Adjourn:

# Public outreach – a very important working group

- The project message needs to come from within the community
- Keeping the public informed with the accurate information
- Address concerns and issues at local events
- There is one shot at getting this done, so the community needs to understand how important it is to vote



# Clinton Area Chamber of Commerce 2nd Annual Meeting

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- Wednesday, October 24, 2023  
from 12PM – 1PM



## *Join Us...*

CLINTON AREA  
CHAMBER OF COMMERCE

# *2<sup>nd</sup> annual meeting*

Wednesday, October 25, 2023  
12:00PM-1:00PM

Sterling National Country Club  
33 Albright Road  
Sterling, MA 01564

With special guest,  
Superintendent of Clinton  
Public Schools,  
Dr. Steven C. Meyer

*Sponsored by:*

**Clinton**  
**Savings Bank**  
An experience you can bank on.

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## Next Meetings:

- **October 17, 2023** - SBC/PBC **Zoom/In-person**  
Meeting: Massing and Materials
- **November 14, 2023** – SBC/PBC **Zoom/In-person**  
Meeting: Building Controls
- **December 19, 2023**- SBC/PBC **Zoom/In-person**  
Meeting: FF&E and Proprietary Items
- **January 09, 2023** – SBC/PBC **Zoom/In-person**  
Meeting: Typical Classroom and Updated SD
- **February 20, 2023** – PBC Vote on Schematic Design Submission
- **April 24, 2023** - MSBA Board of Directors Meeting: Project Scope and Budget Approval
- \* **Location to be determined for each SBC/PBC Meeting**

		12 weeks prior to PSR)
3.3	<b>Preferred Schematic Report (PSR)</b>	3/29/23–6/27/23
	Executive Committee Meeting– get input on progress plans	4/21/23
	Sustainability Workshop	4/24/23
	School Building Committee Update Meeting	4/25/23
	All options due to cost estimator (AM Fogarty)	5/15/23
	Cost Estimates due from AM Fogarty	5/30/23
	Reconciliation of cost estimates	5/31/23 @ 1pm
	Reconciled Cost Estimates Due	6/02/23
	Annual Town Meeting	6/05/23
	School Building Committee meeting (ECC made public)	6/06/23
	Town Election	6/12/23
	All-Boards Meeting (to be held in Middle School Cafetorium)	6/14/23
	<b>School Building Committee vote on Preferred Schematic Report Submission</b>	6/21/23
	Preferred Schematic Report (PSR) MSBA Submission*	6/27/2023
	MSBA Due Date for District Submittals for Board Presentations	6/27/2023
4.2.2	MSBA Facilities Assessment Subcommittee Review	8/2/2023
4.2.4	<b>MSBA Board of Directors Meeting – Preferred Schematic Report Approval</b>	<b>8/30/2023</b>
4.0	Owner Sustainability Overview	7/11/2023
	Code Review	7/14/2023
	Consultants Sustainability Meeting	Week of 8/07/23
	Site Consultants Meeting(s)	Week of 8/14/23
	<b>SBC/PBC Design Presentation</b>	<b>8/22/2023</b>
	<b>SBC/PBC Design Presentation (Sustainability, Site plans &amp; Project Delivery Method)</b>	<b>9/19/2023</b>
	Complete Room Data Sheets (RDS) Meetings	9/22/2023
	Complete Room Data Sheets (RDS)	10/06/2023
	Base Sheets to Consultants	10/16/2023
	Engage RW Sullivan for Code Review/Report	10/16/2023
	<b>SBC/PBC Design Presentation (massing and materials)</b>	<b>10/17/2023</b>
	Consultant Kickoff Meeting	10/18/2023
	<b>SBC/PBC Design Presentation (building control systems)</b>	<b>11/14/2023</b>
	50% Consultants SD documents due	12/01/2023

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### **13. Adjourn:**

# Permanent Building Committee Adjourn

“Motion to Adjourn by \_\_\_\_\_, 2<sup>nd</sup> by  
\_\_\_\_\_”

## PBC Roll Call Vote:

- Brian Delorey
- Chris Maglioni
- Steven Meyer
- Michael Moran
- Timothy O’Toole
- Michael Ward
- Chris McGown



An aerial photograph of a school campus. The campus is situated on a peninsula or near a large body of water. It features several buildings, including a large central one, and various sports facilities such as baseball fields, a soccer field, and a running track. The surrounding area includes trees with autumn foliage and residential neighborhoods.

Thank you!