

City of Waltham

Jeannette A. McCarthy
Mayor

CITY OF WALTHAM
CITY CLERK'S OFFICE
2018 MAY 10 A 9:03
RECORDED

May 9, 2018

TO: The City Council

RE: Appropriation Request – Feasibility Study 554 Lexington Street

Dear Councillors:

Attached is the request and vote from the School Committee on May 2, 2018 to request of the Mayor to request of the City Council to contact the Stigmatine Fathers and Brothers, to request permission to conduct a full feasibility study at 554 Lexington Street.

I respectfully request an appropriation in the amount of \$269,079.00 from Unreserved Fund Balance to account #001-121-5800-6610 Mayor-Feasibility Study (554 Lexington Street). This funding will be used to conduct a full feasibility study at 554 Lexington Street.

Enclosed is an update from Attorney Cervone.

I will be available to answer questions concerning this funding request.

Sincerely,

Jeannette A. McCarthy
JAM/ccb

Enclosures

cc: Dr. Drew Echelson
School Committee
John Cervone, Esq.



Waltham Public Schools

Drew M. Echelson, Ed.D, Superintendent
drewechelson@k12.waltham.ma.us

TO: Mayor Jeannette A. McCarthy

FROM: Drew M. Echelson, Clerk

DATE: May 3, 2018

RE: Request for Feasibility Study at 554 Lexington Street

At their May 2, 2018 meeting, the Waltham School Committee took the following vote:

VOTED: On motion of Mr. Graceffa, seconded by Mr. Frassica, to request of the Mayor to request of the City Council, approval to contact the Stigmatines Fathers and Brothers, to request permission to conduct a full feasibility study at 554 Lexington Street, Waltham. Roll call: Mr. Rando, yes; Mr. Graceffa, yes; Ms. Donnelly, yes; Mrs. AlJammal, yes; Mr. Frassica, yes; Mr. Tarallo, yes.

Casey-Brenner, Colette

From: Cervone, John
Sent: Tuesday, May 01, 2018 10:11 AM
To: Adam Paton
Cc: Mayor; Azadi, Pat
Subject: RE: Stigmatine Real Estate- FollowUp

Adam:
Thank you for this update; I appreciate the efforts you mention. Thanks again.
John

From: Adam Paton [mailto:apaton@zimbret.com]
Sent: Tuesday, May 1, 2018 7:16 AM
To: Cervone, John <jcervone@city.waltham.ma.us>
Subject: Re: Stigmatine Real Estate- FollowUp

John,

I am unable to provide any update at this time, although I have been pressing my client for a response. The matter is presently under discussion by the Superior General and his Council.

Adam

Adam B. Paton | Partner | Zimble & Brettler LLP
21 Custom House Street, Suite 210 | Boston, MA 02110
T: 617.723.2222 | F: 617.723.9811
apaton@zimbret.com | www.zimbret.com

From: John Cervone <jcervone@city.waltham.ma.us>
Date: Monday, April 23, 2018 at 1:06 PM
To: Adam Paton <apaton@zimbret.com>
Subject: Stigmatine Real Estate- FollowUp

Atty. Paton: It has been several weeks since we have heard anything from you.
Please see the attached most recent inquiry from the Mayor for/to your clients.
Thank you.
JC

April 10, 2017

Waltham High School Building Committee
c/o NV5 Joslin Lesser
Attn: William Cunniff
44 Pleasant Street
Watertown, MA 02472

Re: Waltham High School

Waltham, Massachusetts

Additional Service Request No.3

SMMA No. 16030.00

Dear Mr. Cunniff

This letter will serve to confirm our recent discussion concerning the feasibility study review for the Stigmatine Property for inclusion into the PSR analysis for Waltham High School. In addition to additional effort for SMMA this scope includes the appropriation of the non-basic consultants. Our services are considered additional in accordance with Articles 8.1.1 and 8.2.2 and the specialty consultants falls outside the scope of basic services and are considered to be a reimbursable expenses in accordance with Article 9.1.1 of our executed contract dated March 11, 2016.

PROJECT DESCRIPTION

Waltham High School is located at 617 Lexington Street, Waltham, MA 02452. The High School is located on 43.3 acre site adjacent to the Kennedy Middle School.

Originally constructed in 1968 the building is approximately 450,000 square feet and houses the Robinson Auditorium, a field house, vocational education shops traditional classrooms and Central Administration.

The approved design population is 1,830 students and will include the addition of some new Chapter 74 programs as defined in the RFS. SMMA will prepare a Feasibility Study and Schematic Design for the High School in accordance with MSBA contract and guidelines.

The Stigmatine property had been studied at a conceptual level during the Preliminary Design Program (PDP) phase of the project, but because the property was not in the control of the City, no investigative work could be undertaken and without knowledge of more realistic site development costs and the potential acreage available it was deemed by the Committee to not meet the educational goals except as potential athletic fields in the future.

SCOPE OF SERVICES

This proposal is to conduct a feasibility study of placing the high school on the Stigmatine Property including but not limited to site design, building design and the scope for specialty consultant's scope for Feasibility Study (FS) phase of the project only at this time. The specialty consultants that will be used are those who have performed the same task on the high school site and the Fernald site.

The scope of work for all consultants listed below is limited to the level of investigation required for the study. No design efforts or on site monitoring is included in the scope at this time.

Additional effort may be required during this phase pending the findings of these surveys and tests.

- Topographical Survey – Phase 1 and 2 scopes
- Wetlands Survey
- Geotechnical Engineering Inc. Testing, reports, recommendations
- Geo-Environmental survey
- Traffic Study consultancy

COMPENSATION

The fee for SMMA will be performed for a lump sum service of One Hundred and Thirty Five Thousand Dollars (\$135,000.00). The Consultant services below are considered a reimbursable expenses and the costs reflect the actual cost of those sub-consultants plus 10% as allowed per Article 9.1 of our executed contract. Copies of all sub-consultant proposal are attached for your reference.

Basic Services

SMMA Additional feasibility Study \$135,000.00

Reimbursable Services:

Topographical Survey (Option A)	\$85,800.00 or
Topographical Survey (Option B)	\$71,060.00
Wetlands Survey	\$ 1,925.00
Geotechnical Engineering Inc.	\$20,284.00
Geo-Environmental survey	\$ 4,620.00
Traffic Study	<u>\$21,450.00</u>
Subtotal	\$134,079.00 or \$119,339.00

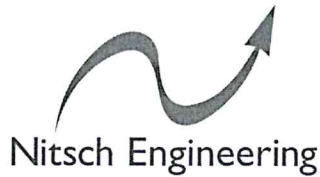
We have included a summary breakdown for your use and copies of the consultant proposals.

Very truly yours,

SMMA | Symmes Maini & McKee Associates

Lorraine Finnegan, AIA
Principal/Project Manager

cc: KMO, (MF)



2 Center Plaza, Suite 430
Boston, MA 02108-1928
T: 617-338-0063
F: 617-338-6472
www.nitscheng.com

April 7, 2017

Ms. Erin Prestileo, PE
Associate | Civil Engineer
Symmes Maini & McKee Associates
1000 Massachusetts Avenue
Cambridge, MA 02138

RE: Nitsch Proposal #11407.3P (Revised)
Waltham High School
Stigmatine Fathers Site
Land Surveying Services
Waltham, MA

Dear Erin,

Nitsch Engineering is pleased to submit this revised proposal to you (the Client) for professional land surveying services related to the Waltham High School Study Area located at the Stigmatine Fathers Site in Waltham, Massachusetts. This letter summarizes our scope, assumptions, schedule, and fee. The limits of survey are shown on the attached limits sketch.

SCOPE OF SERVICES

Nitsch Engineering will provide professional land surveying services to accomplish the following:

PHASE 1 – PROPERTY LINE SURVEY

1. Perform property research at the City of Waltham (the City) offices, the Middlesex South County Registry of Deeds, and the Massachusetts Land Court for record data on the locus properties and abutting properties. The project site contains three (3) separate parcels;
2. Perform a metes and bounds retracement property line survey of the site;
3. Perform Global Positioning Systems (GPS) observations to establish Massachusetts State Plane (NAD 83) horizontal coordinates and North American Vertical Datum or 1988 (NAVD 88) Elevations for the project site;
4. Perform a field survey to locate boundary monumentation. This will also require survey in the surrounding subdivisions adjacent to the site;
5. Perform office calculations to determine the locus property lines and easements of record;
6. Research and depict the most up-to-date Federal Emergency Management Agency (FEMA) flood zone limits impacting the site;
7. Locate and detail the existing buildings within the survey limits and depict landing or sill elevation of the entries. This will be the only on the ground survey of features for this phase of the project. This phase does not include a full topographic survey of the site;
8. Perform locations of wetland flags and borings set on the site prior to the start of the survey;
9. Import and overlay City of Waltham 2-foot contours GIS Data for the entirety of the site; and
10. Provide the Client, upon completion, with both digital files of the survey as well as signed and sealed copies of the plans.

SCOPE OF SERVICES – continued

PHASE 2 – TOPOGRAPHIC AND UTILITY SURVEY OPTION #1 – 1-FOOT CONTOURS ENTIRE SITE

1. Perform research at the gas, water, sanitary sewer, storm drain, electric, telephone, cable television, and steam utility companies/departments to obtain record data for utilities in the adjacent streets and onsite services. The Client will provide any record utility plans they have received from the City or the Facility Managers of the site;
2. Set five (5) benchmarks on or near the project site;
3. Perform a topographic and location survey of approximately 47 acres of the site, as shown on the attached locus sketch. The topographic information will be collected in a manner suitable to prepare 1-foot contours for the entire project site (See Phase 2 Limit of Survey Sketch);
4. Locate the perimeter of any substantial water feature and depict the water elevation at the time of the survey;
5. Perform tree locations within the project site for stand-alone trees that are six (6) inches or greater depicting deciduous or coniferous identification and diameter at breast height (DBH). For wooded areas, the edge of woods will be defined only;
6. Locate surface indications of utilities within the survey limits that will include rim elevations with inverts for storm drains and sanitary sewer systems;
7. Locate utility poles with a pole number, if available, and depict overhead wires;
8. Prepare a topographic site plan that will include property lines, borings, wetland flags from Phase 1; spot elevations shown to 0.01-foot on hard surfaces and 0.1-foot on soft surfaces; the location and elevation of observed ledge outcrops; the locations of buildings; 1-foot contours; utilities compiled from both field observations and record plans (if available); and the locations, elevations and descriptions of benchmarks; and
9. Provide the Client, upon completion, with both digital files of the survey as well as signed and sealed copies of the plans.

PHASE 3 – TOPOGRAPHIC AND UTILITY SURVEY OPTION #2 – 1-FOOT CONTOURS SITE / 2-FOOT IN WOODS

1. Perform all of the same items as described in Phase 2, with the exception of the total on the ground topographic survey limits; and
2. Perform a topographic and location survey of approximately 18 acres of the developed portion of the site, as shown in green on the attached locus sketch. The topographic information will be collected in a manner suitable to prepare 1-foot contours for the site. The on the ground survey will end at the edge of woods. Nitsch Engineering will supplement the remaining wooded portion of the site (undeveloped area) with 2- foot contours from City of Waltham GIS Data.

WORK NOT INCLUDED IN THE SCOPE OF SERVICES

1. Setting lot corners of other monumentation.
2. Preparing a subdivision plan.
3. Performing site design engineering services.
4. Carrying a Wetland Consultant or Geotech Consultant as part of these services.
5. Performing staking to set the locations of proposed borings.
6. Performing construction layout, preparing record plans, or performing other Construction Phase services.
7. Performing advanced subsurface investigation, such as Ground Penetrating Radar (GPR) or Test Pits to locate utilities.
8. Performing an American Land Title Association (ALTA) survey.
9. Providing zoning information or an opinion as to zoning conformance.
10. Utilizing Symmes Maini & McKee Associates CAD or drafting standards.

ASSUMPTIONS

1. Any revisions requested by the Client or other approving authorities after commencement of the survey will be considered Additional Services.
2. Regarding the utility information, Nitsch Engineering will indicate the structures and locations of utilities with rim and invert elevations, sizes, and directions, which are indicated on plans provided by utility companies/departments and/or that are observable on the ground's surface during the survey. Nitsch Engineering does not guarantee the validity or completeness of the data from others.
3. The Client will indemnify and hold harmless Nitsch Engineering and its officers, agents, and employees with regard to any errors or omissions within any record document from which information was obtained, in whole or in part, and incorporated into documents prepared by Nitsch Engineering.
4. The plan will not be prepared in recordable format.
5. The facilities department for the site will provide record site utility plans for the project limits prior to the start of the survey.
6. The Client is responsible for providing and arranging open and uninterrupted access to the site prior to Nitsch Engineering's arrival. Should access not be supplied, Additional Services will be required.
7. The wetland flags and borings will be set prior to or in the beginning of the start of the field survey. If the flagging or borings are set after the completion of field survey, Additional Services will be required.

ASSUMPTIONS – continued

8. Phase 2 and Phase 3 pricing is contingent upon the selection of Phase 1. If Phase 1 is not selected, Phase 2 or Phase 3 pricing will need to be adjusted.

TIME AND MANNER

Nitsch Engineering is prepared to begin work on Phase 1 within 12 business days from receipt of this executed revised proposal, notification that both the wetland flags have been set, and borings have been staked, and anticipates substantial completion within five (5) weeks. Thereafter, Phase 2 or 3 will begin with 10 business days of receipt of a notice-to-proceed and completion is anticipated within six (6) weeks thereafter.

COMPENSATION

Compensation for the services provided will be in accordance with Nitsch Engineering's Standard Contract Terms for Land Surveying Services, as attached. The lump-sum cost for these services, including expenses, is as follows:

PHASE 1	\$ 33,000.00
PHASE 2 Option #1	\$ 45,000.00
PHASE 3 Option #2	\$ 31,600.00

TOTAL PHASE 1 AND PHASE 2 OPTIONAL SELECTION =	\$ 78,000.00	Option A
Or		
TOTAL PHASE 1 AND PHASE 3 OPTIONAL SELECTION =	\$ 64,600.00	Option B

The price above is based on performing the survey prior to major leaf bloom in the large wooded areas. If the Client approves this project after substantial leaf bloom, additional field time and expense may be needed to perform the data collection due to limited visibility in the woods. All phases should be complete before August 31, 2017, or the pricing will be subject to review and adjustment.

ADDITIONAL SERVICES

Nitsch Engineering will be compensated for services requested by the Client that exceed the "SCOPE OF SERVICES" outlined herein. Charges for any Additional Services will be billed in accordance with the attached Standard Contract Terms for Land Surveying Services or the Standard Contract Terms for Land Surveying Services in effect at the time the services are provided. Additional Services will not be accomplished unless Nitsch Engineering has written approval from the Client.

METHOD OF PAYMENT

Costs incurred on this project will be billed monthly on a percentage complete of lump-sum basis as outlined in the attached Standard Contract Terms for Land Surveying Services. Payment will be due within 10 calendar days after receipt of payment by the Client from the Owner. The Client will make reasonable and diligent efforts to collect prompt payment from the Owner.

Ms. Erin Prestileo, PE: Nitsch Proposal #11407.3P (Revised)
April 7, 2017
Page 5 of 6

TERMINATION

Nitsch Engineering reserves the right to revise this revised proposal should the signed copy not be received by May 8, 2017. This agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If this agreement is terminated by the Client, Nitsch Engineering will be paid for services rendered on the basis of services performed.

If Nitsch Engineering is authorized to commence and/or continue providing its services on the project, either verbally or in writing, prior to the full execution of a written contract, such authorization will be deemed an acceptance of this revised proposal, and all such services will be provided and compensated for in accordance with the terms and conditions contained herein as though this revised proposal were fully executed by the Client.

Thank you for requesting this revised proposal. We look forward to working with you on this project. Should the conditions in this revised proposal and the enclosed Standard Contract Terms for Land Surveying Services meet with your approval, please sign and return the "File Copy" of this revised proposal and the Standard Contract Terms for Land Surveying Services to us for our files.

If you have any questions, please call.

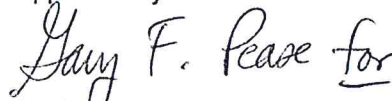
Very truly yours,

Nitsch Engineering, Inc.



Robert G. Miles, PLS
Project Manager

Approved by:



Denis R. Seguin, PLS
Director of Land Surveying

RGM/DRS/vas

Enclosures: Standard Contract Terms for Land Surveying Services
"File Copy" of this revised proposal and Standard Contract Terms for Land Surveying Services
Sketch Showing Limits of Survey

Ms. Erin Prestileo, PE: Nitsch Proposal #11407.3P (Revised)
April 7, 2017
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CLIENT AUTHORIZATION

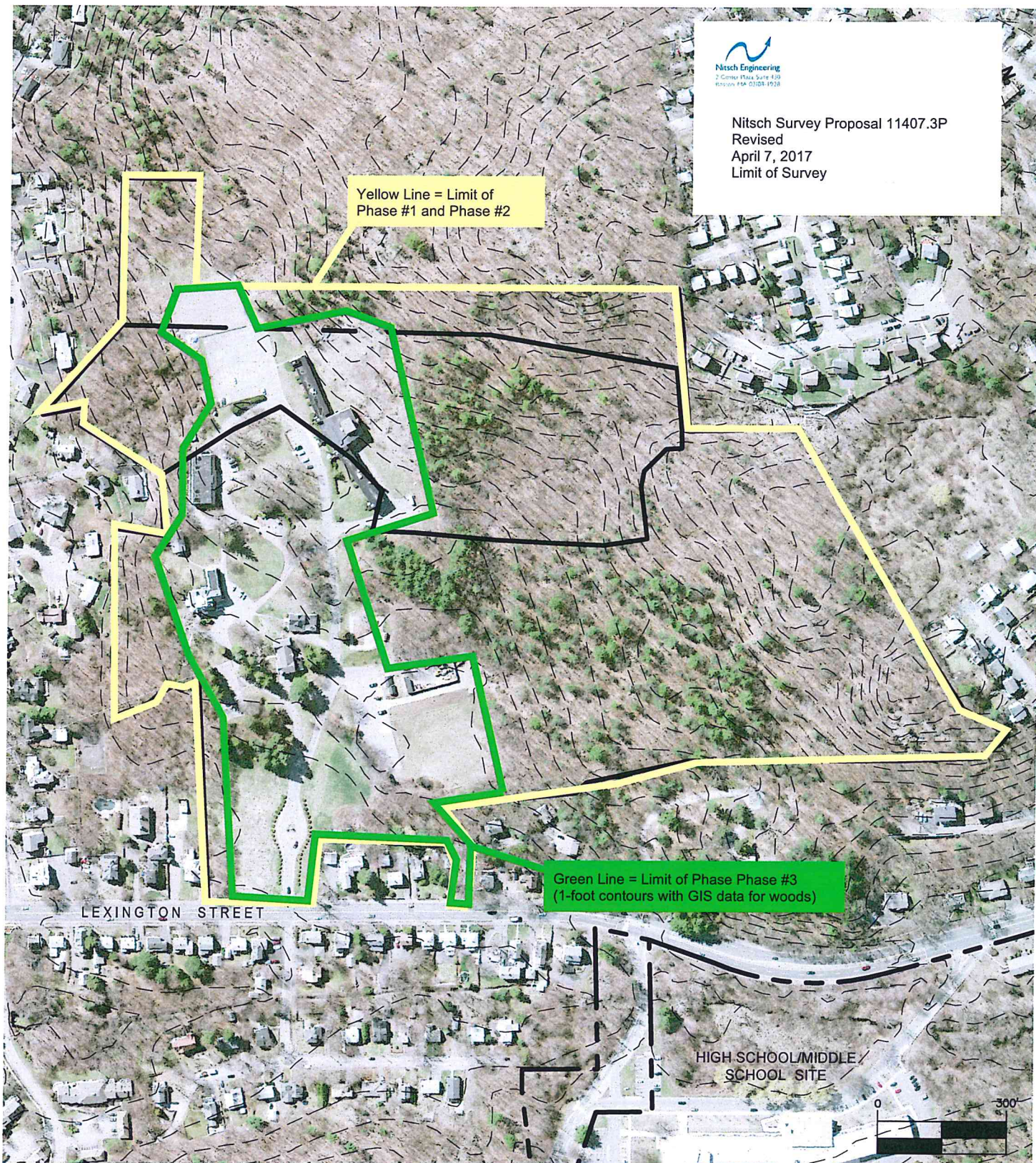
This revised proposal and Standard Contract Terms for Land Surveying Services are hereby accepted by the Client as evidenced by the execution hereof, and such a person so executing the same on behalf of the Client does hereby warrant full authority to act for, in the name of, and on behalf of the Client.

Such acceptance provides full authorization for Nitsch Engineering to proceed with providing the Scope of Services under the terms and conditions stated herein.

Signature

Date

Printed Name and Title



Figure

DATE: 3/28/2017
ISSUE:
SCALE: 1"=300'
REF:
DR BY: EFP
CK BY:

Waltham High School

Stigmatine Fathers Parcels
554 Lexington Street
Waltham, MA
JOB NO.: 16030

SMMA

SYMME MAINI & McKEE ASSOCIATES
1000 Massachusetts Avenue
Cambridge, Massachusetts 02138
P: 617.547.5400 F: 617.648.4920



REC

Rimmer Environmental Consulting, LLC

57 Boston Road • Newbury, MA 01951 • Tel 978-463-9226 • Fax 978-463-8716

March 29, 2017

Erin Prestileo, P.E.
Symmes Maini & McKee Associates
1000 Massachusetts Avenue
Cambridge, MA 02138

**Re: Additional Proposal and Cost Estimate – Wetland Survey
Waltham High School – Stigmatine Site
Waltham, MA**

Dear Ms. Prestileo:

Rimmer Environmental Consulting, LLC (**REC**) is pleased to provide you with an additional proposal and cost estimate for wetland delineation services associated with planning for the Waltham High School property. This is in addition to the proposals of March 22, and May 12, and August 24, 2016. The site is located across Lexington Street from the High School and includes approximately 46 acres known as the Stigmatine Fathers parcels. The following is a summary of proposed services:

1.0 SCOPE OF SERVICES:

- 1.1 REC will conduct a site visit and delineate wetland resources subject to jurisdiction under the Mass. Wetlands Protection Act. Numbered sequences of flags will be placed in the field to delineate the boundary of wetland resource areas in accordance with 310 CMR 10.00. Survey location of wetland flags is not included and is assumed to be provided by others under separate contract.
- 1.2 REC will provide a written summary report of delineation methods and findings, including DEP field delineation data forms as appropriate.

2.0 ADDITIONAL SERVICES:

Additional services not included in the above Scope of Services may be provided based upon an hourly rate of \$130 for senior wetland scientist and \$85 for associate wetland scientist upon further written authorization from SMMA.

3.0 FEES FOR SERVICES

The additional fee for the above Scope of Services is **\$1750**. Invoices shall be sent monthly and upon completion of this Scope of Services and are due within 30 days of receipt. REC is prepared to complete work within two weeks of receipt of Notice to Proceed.

If this proposal and estimate are acceptable to you, please indicate by signing in the appropriate space below and returning one copy. Receipt of a signed copy of this proposal shall serve as notice to proceed. The fees shall remain firm for a period of thirty (30) days.

Thank you for requesting these services. If you have any questions, comments, or require changes in the scope of services outlined above, please feel free to contact me at (978) 463-9226.

Very truly,
RIMMER ENVIRONMENTAL CONSULTING



Mary Rimmer, M.A., P.W.S.
Principal/Sr.Wetland Ecologist

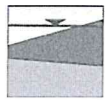
Your signature below provides full authorization for **REC** to proceed with providing the Scope of Services under the terms and conditions stated herein.

AGREED AND ACCEPTED BY:

Name

Title

Date



LGCI

Lahlaf Geotechnical Consulting, Inc.

April 4, 2017

Revised April 7, 2017

Ms. Erin Prestileo, P.E.
Symmes Maini & McKee Associates
1000 Massachusetts Avenue
Cambridge, MA 02138
Phone: (617) 547 5400
Fax: (617) 648-4920
E-mail: eprestileo@smma.com

**Re. Proposal for Preliminary Geotechnical Services
Waltham High School
Stigmatine Fathers Parcels
Waltham, Massachusetts
LGCI Proposal No. 17047-Rev. 1**

Dear Ms. Prestileo:

Lahlaf Geotechnical Consulting, Inc. (LGCI) appreciates the opportunity to submit this proposal to provide preliminary geotechnical services for the proposed Waltham High School in Waltham, Massachusetts. This proposal is based on information you provided in your request for proposal (RFP), dated March 28, 2017, and in our subsequent phone communications. Our revisions are based on information you provided to us on the phone on April 5, 2017.

We understand that the project is currently in the feasibility phase and that Symmes Maini & McKee Associates (SMMA) is assisting the City of Waltham in selecting a site for the proposed high school. LGCI previously performed preliminary subsurface explorations at two sites: the existing high school site and the Fernald site. We submitted geotechnical reports containing our preliminary foundation design and construction recommendations. The scope described below is related to an alternate site located at the Fernald State School in Waltham, Massachusetts.

Project Description and Background

The Stigmatine Fathers Parcels site is located at 554 Lexington Street in Waltham, Massachusetts. The site is bordered by Lexington Street on the eastern side and private wooded properties on the other three sides. The site is currently occupied by several buildings on the southern side and by a wooded area on the northern side. The site grades increase about 200 feet from south to north. Based on our review of the aerial photograph of the site, there appear to be rock outcrops in the wooded area.

We understand that, at the present time, the proposed construction layout has not been established. However, we understand that the proposed building will likely be located near the central portion of the parcels, mostly in a wooded area.

The purpose of our services is to perform preliminary explorations at the site and to develop preliminary foundation recommendations for use in the schematic design phase, including comments on construction considerations that may have an impact on the cost of construction. We understand that additional explorations, including borings and test pits, will be performed at the site during the schematic and/or the design phase after the building layout is established.

Technical Approach

SMMA has requested including three (3) days of drilling. The drilling subcontractor can typically complete up to twelve borings in three (3) days. However, based on the possible presence of shallow bedrock, fewer borings will likely be completed. We understand that SMMA will stake the boring locations. We request that the proposed borings be staked near paths so that no tree clearing is required for access to the proposed borings.

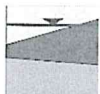
Our borings will be advanced to the depths described in item No. 4 below. In the event we have to complete fewer borings, we will consult with you during our explorations to determine which borings to eliminate.

Proposed Scope of Work

1. Site Visit – LGCI will visit the site to mark alternate locations for the proposed borings for the purpose of clearing utilities. You indicated to us that no tree clearing is allowed at the site at this time. Accordingly, we have assumed that our borings will be located in paved areas, and in wooded areas that are accessible with the drill rig without tree clearing.

We will contact the utility clearance agency (Dig Safe Systems, Inc.) and the City of Waltham to assist the owner in locating underground utilities at the site. We request that you provide us with a plan showing the existing utilities. We have assumed that the Owner of the parcels will clear our boring locations for water, sewer, drain, and private electric lines. LGCI will not assume responsibility for damage to unmarked or mismarked underground features. We have budgeted seven (7) hours for this task.

2. Review Existing Subsurface Data – We will review the available subsurface data from sources such as USGS and BSCES. We have budgeted two (2) hours for this task.
3. Review SMMA's Proposed Exploration Plan – We will review SMMA's exploration plan and we will provide comments. We have budgeted two (2) hours for this task.
4. Engage Drilling Subcontractor – We will engage a drilling subcontractor for three (3) days. The drilling subcontractor will perform standard penetration tests (SPT) and obtain split-spoon samples at 5-foot intervals and at perceived strata changes. We have assumed that an ATV drill rig will be mobilized to perform the borings. Also, the drillers will need to mobilize a water hauler to allow for coring in the accessible wooded area.



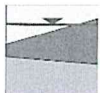
**Proposal for Preliminary Geotechnical Services
Waltham High School
Stigmatine Fathers Parcels
Waltham, Massachusetts
LGCI Proposal No. 17047-Rev. 1**

The borings will be advanced to depths of 20 feet beneath the existing ground surface or to refusal whichever occurs first. Where refusal is encountered at depths shallower than 20 feet, the borings will be offset and re-drilled to make sure than refusal is not on a boulder. If refusal is also encountered in the second attempt, the drillers will stop the boring or will obtain a rock core. We have assumed that rock cores will be obtained in up to 4 borings to confirm and characterize the rock.

The borings will be backfilled with the soil cuttings, and the ground surface in paved areas will be restored with asphalt cold patch. Excess soil cuttings will be left onsite. If we encounter an environmental condition in a boring, we will halt the drilling and will notify you.

We have assumed that our explorations will be performed during a normal 8-hour shift between 7:00 a.m. and 3:00 p.m. We have assumed one mobilization of the drilling equipment.

5. Groundwater Observation Wells – Our drilling subcontractor will install groundwater observation wells to 20 feet in two (2) borings (one each). In addition to the initial groundwater level, we have budgeted for one visit to monitor the groundwater observation wells.
6. Geotechnical Field Engineer – LGCI will provide a field engineer at the site to coordinate and observe the drilling, collect soil samples, and prepare field logs.
7. Laboratory Testing – We will also submit two (2) soil samples for grain-size analyses to assess whether the onsite soils can be reused as backfill during construction.
8. Preliminary Geotechnical Report – We will prepare and submit our preliminary geotechnical report electronically. Our report will include the following:
 - Summary of existing subsurface data;
 - Summary of the subsurface investigation methods used in our explorations;
 - Description of the subsurface conditions;
 - LGCI's boring logs;
 - Plan showing boring locations;
 - Depth to refusal, if encountered;
 - Groundwater data from groundwater observation wells;
 - Recommendation for feasible foundation types;
 - Minimum soil cover for frost protection of footings;
 - Preliminary recommendations for allowable bearing capacity;
 - Lateral earth pressures for wall design;
 - Estimated total and differential settlement;
 - Seismic design recommendations in accordance with the Massachusetts State Building Code;
 - Preliminary recommendations for subgrade preparation and backfill, including removal of unsuitable soils; and



**Proposal for Preliminary Geotechnical Services
Waltham High School
Stigmatine Fathers Parcels
Waltham, Massachusetts
LGCI Proposal No. 17047-Rev. 1**

- Construction issues related to reusing the onsite materials.
9. Meeting – We will attend one (1) meeting at SMMA’s office to discuss our preliminary geotechnical report. We have budgeted five (5) hours for this task, including preparing for and traveling to and from the meeting.

Proposed Schedule

Assuming that there are no delays with site access or other factors such as permitting, LGCI will begin scheduling the work upon receiving authorization in the form of a signed copy of this proposal. Our drillers are scheduling 5 weeks from this date. Please sign and return this proposal so that we can lock in a drilling date. LGCI can provide you with preliminary boring logs and preliminary geotechnical recommendations within one week of completing our field work. Our report will be submitted within about two to three weeks of completing the borings.

Project Fee

We propose performing our services for a lump sum of \$18,440. The breakdown of our fee, in the same order as the tasks above, is shown below:

1	Site visit and utility clearance	\$875
2	Review Existing Data	\$250
3	Review SMMA's Exploration Plan	\$250
4a	Engage drilling subcontractor w/ATV (M/D + 3 days)	\$5,885
4b	Prevailing wages for drillers (3 days)	\$1,985
4c	Rock Coring	\$440
4d	Water Hauler	\$1,485
5	Groundwater observation wells (2)	\$760
6	Geotechnical engineer to observe borings (3 days)	\$3,150
7	Laboratory testing	\$170
8	Preliminary geotechnical report	\$2,590
9	Meeting	<u>\$600</u>
		\$18,440

Additional days of drilling will be billed at \$3,465 per day, including the fee for our field engineer and for paying the prevailing wage rates for the drillers.

No services beyond those described above will 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:

- The project is subject to the prevailing wage requirement for the drillers.



**Proposal for Preliminary Geotechnical Services
Waltham High School
Stigmatine Fathers Parcels
Waltham, Massachusetts
LGCI Proposal No. 17047-Rev. 1**

- We have assumed that the borings will not require permits.
- Our costs and fees indicated in this proposal are valid for a period of six (6) months from the date of this 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 the terms and conditions of our existing agreement, dated March 24, 2016 and signed by SMMA on April 20, 2016. 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 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

Agreed to by (please type name): _____ **on (date):** _____

Company Name: _____

Signature: _____





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April 3, 2017
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Ms. Lorraine Finnegan, AIA, LEED AP BD+C, MCPPO
Principal | Director of K-12 Studio | Project Manager
Symmes Maini & McKee Associates, Inc.
1000 Massachusetts Avenue
Cambridge, MA 02138

REFERENCE: *Traffic Impact Analysis*
 Waltham High School
 Waltham, MA

Dear Ms. Finnegan:

In response to your request, we are pleased to have this opportunity to submit this Proposal and Agreement for Additional Professional Services for the above-referenced project. Outlined herein are the description of your project, our Scope of Services, and the method and basis of compensation for our services.

PROJECT DESCRIPTION

The City of Waltham is proposing to renovate/replace the existing Waltham High School building. The School Building Committee for the project has voted to explore a new building for the high school on the Stigmatine Fathers parcels at 554 Lexington Street and a traffic impact analysis for this alternate school location will be required.

SCOPE OF SERVICES

Bryant Associates, Inc. (Bryant) will examine the site and traffic operations in the vicinity of the site and will prepare an analysis of the impacts to highway safety and capacity of the proposed alternative location for the school project. The on-site traffic circulation will also be reviewed for conformance with the City's ordinances and with accepted traffic engineering principles. This proposal is only for the evaluation of one proposed alternative at the Stigmatine Fathers parcels. Any additional analysis for other alternatives will be by supplemental agreement.

Basic Services

Task 1 – Traffic Impact Analysis

1. Data Collection and Review: Plans for the proposed development, as well as for the existing roadways and intersections in the area, will be acquired and reviewed. Traffic turning movement counts will be undertaken on a weekday from 6:00 A.M. to 10:00 A.M. and from 1:00 P.M. to 6:00 P.M. at the intersection of Lexington Street and Stanley Road.

In addition, traffic speed data on Lexington Street in the vicinity of Stanley Road will be obtained. Additional traffic crash data in the vicinity of the site will be not needed, since the crash data for the area in the vicinity of this alternative site has already been acquired from the Waltham Police Department.

2. Field Review: Information, including roadway widths and geometry, existing traffic control devices, utility locations, existing sight distances, traffic operations, and other pertinent data, will be obtained from a field review of the site and surrounding roadways and intersections.
3. Analysis: An analysis of the impacts to safety and traffic capacity of the operation of the proposed high school development will be undertaken. Based on the analysis, preliminary recommendations for location and design of access driveways to the school as well as site circulation and parking will be included.

The speed data obtained in the field will be analyzed to determine the 85th percentile speed of existing traffic. The adequacy of the sight distance at the intersections of Lexington Street with any proposed school access driveways will be determined.

The number and distribution of vehicle trips to be anticipated from the development will be analyzed. Existing and projected levels of service (LOS) will be calculated for the following intersections:

- Lexington Street with Stanley Road,
- Lexington Street with the proposed school access driveways (assume 2),
- Lexington Street with Lake Street/Bishops Forest Drive,
- Lexington Street with the Existing School Exit Only Driveway,
- Lexington Street with Jack's Way (Existing School Entrance Driveway),
- Lexington Street with Totten Pond Road/Bacon Street, and
- Forest Street with Woodcliff Drive

The existing levels of service of the intersections previously prepared for the existing high school site will be updated to conform to the proposed configuration of Lexington Street. The analysis for the projected levels of service of the intersections previously prepared for the existing high school site will be updated based on the new alternative high school location and the proposed configuration of Lexington Street.

A traffic signal warrant analysis will also be performed for the proposed school access driveways.

4. Response to Comments: Bryant will review and respond in writing to owner or peer review comments, at the feasibility and schematic design phases.

Supplemental Services

Task 2 – Site Plan Review and Analysis – Feasibility Phase

1. Bryant will review and comment on SMMA's site plan options for the Stigmatine Fathers parcels location for site circulation, parking and site access during the feasibility phase of the project.

Task 3 – Site Plan Review and Analysis – Schematic Design Phase

1. Bryant will review and comment on SMMA's site plan options for the Stigmatine Fathers parcels location for site circulation, parking and site access during the schematic design phase of the project.

Task 4 – Meetings

1. Bryant traffic engineering staff will attend two (2) public hearings in Waltham, Massachusetts.

DELIVERABLE

Report: An 8½" x 11" bound report will be prepared describing the data collection, analysis, and conclusions and recommendations resulting from the analysis of the proposed development.

Outside Services

Traffic counts and traffic speed data will be acquired by Transportation Data Corporation (TDC).

Additional Services

Additional services shall include, but not be limited to, attendance at meetings with Symmes Maini & McKee Associates, Inc. and/or attendance at meetings with attorneys, municipal agencies, departments, or public boards (other than the two (2) meetings described under Task 4), as well as out-of-pocket expenses such as printing costs other than expenses within Tasks 1, 2, 3 and 4 below.

SERVICES PROVIDED BY SYMMES MAINI & MCKEE ASSOCIATES, INC.

Symmes Maini & McKee Associates, Inc. will supply available pertinent data including site plans, assessor's maps, historic information regarding existing traffic operations, etc.

PERIOD OF SERVICE

The time period for performance of the services as set forth in the Scope of Services shall be forty-two (42) days from receipt of a written Authorization to Proceed. Additional services may naturally add to the time required to complete the work on the project. Bryant Associates will be entitled to an equitable adjustment in the Period of Service as a result of services added.

BASIS OF COMPENSATION

Task 1

Symmes Maini & McKee Associates, Inc. shall pay Bryant Associates for basic services rendered, as described above, a lump sum fee in the amount of Eighteen Thousand Three Hundred Dollars and Zero Cents (\$18,300.00).

Task 2

Symmes Maini & McKee Associates, Inc. shall pay Bryant Associates for supplemental feasibility site plan review services as described above, a lump sum fee in the amount of One Thousand Two Hundred Dollars and Zero Cents (\$1,200.00).

Task 3

Symmes Maini & McKee Associates, Inc. shall pay Bryant Associates for supplemental schematic site plan review services as described above, a lump sum fee in the amount of One Thousand Two Hundred Dollars and Zero Cents (\$1,200.00).

Hold for SD until
site is determined

Task 4

Symmes Maini & McKee Associates, Inc. shall pay Bryant Associates for supplemental attendance at meetings as described above, a lump sum fee in the amount of Two Thousand Eight Hundred Dollars and Zero Cents (\$2,800.00). It is anticipated that approximately eighteen (18) man-hours will be required for preparation, attendance and expert testimony at public meetings and follow-up response as necessary.

Symmes Maini & McKee Associates, Inc. shall pay Bryant Associates for additional services rendered (other than attendance at public meetings not included in Task 4) an amount based upon accrued time for services rendered by principals and employees assigned to the project. Attendance at project meetings and meetings before public boards or agencies (not included in Task 4) shall be compensated at a rate of \$155.00 per manhour.

Bryant Associates reserves the right to renegotiate or adjust the fee accordingly if our Proposal for Services is not accepted within a 90-day period.

This represents our best judgment at this time as to the effort required to achieve the stated objectives. It should be recognized that, should you change the Scope of Services or corresponding level of effort upon which the proposal is based, an increase in charges may result. You will be notified of any change regarding an increase in charges, and we will not exceed the recommended budget without your approval, nor will we be required to work beyond the approved budget.

ACCEPTANCE


This proposal may be accepted by signing in the appropriate space on the following page and returning one copy of each to us. Your signing of this letter constitutes your acceptance of all paragraphs included. Please do not hesitate to consult with us concerning any questions about this Agreement.

Thank you for the opportunity to submit this proposal. If you have any questions, please do not hesitate to contact me at (401) 834-1063 or tbrayton@bryant-engrs.com.

Feasibility Study Scope:
Tasks 1 & 2 = \$19,500.00

Very truly yours,

BRYANT ASSOCIATES, INC.



Todd E. Brayton, PE
Director of Operations – Rhode Island
Transportation Director

TEB:

Ms. Lorraine Finnegan, AIA, LEED AP BD+C, MCPPO
April 3, 2017
Page 5 of 5

This Proposal for Services is hereby accepted and executed by a duly authorized signatory who, by execution hereof, warrants that he/she has full authority to act for, in the name of, and on behalf of Symmes Maini & McKee Associates, Inc.

AGREED TO BY: SYMMES MAINI & MCKEE ASSOCIATES, INC.

By: _____ Date: _____