



Windy Hill Associates

July 17, 2024

Andy Cory and Hollis Primary School Enrollment Committee

Re: Master Plan proposal

Dear Andy, Anne and All,

Thank you for asking for this proposal to provide master planning for expansion of the Hollis Primary School. This is the first step in identifying logical expansion to accommodate the growing needs of the school.

This proposal addresses the first of several steps in the planning process. Additional planning will be required to bring the project(s) to completion:

1. **Existing Building Assessment.** I've been working on renovations to HPS for several years and have a very good understanding of the layout, structure and systems. I'll report how this will inform us in our planning efforts.
2. **Historic and Projected Enrollment by Grade.** This information will guide us in determining how much space will be needed and by when.
3. **Owner's Project Requirements.** I'll document your requirements based on your input. This will include environmental, spatial, site, and functional considerations.
4. **Space Programming.** We'll review existing spatial allocation and develop a needs assessment.
5. **Building Code Summary.** I'll review the Building and Fire Codes to ensure renovations and expansion can comply.
6. **Program Matrix.** We'll work together to quantify needs for General Ed classrooms, Special and Core Facilities such as art, and music, Supported Learning, Academic Intervention, OT, PT, etc., and Administrative/Operations needs.
7. **Civil/Site Assessment.** I propose to work with Keach Nordstrom Civil Engineers who are included in this proposal. We'll look at what opportunities there are within the existing site and possibly adjacent land which might be incorporated for building expansion, improved traffic flow, and parking.
8. **Conceptual Design/Spatial Organization.** We'll investigate various approaches to meet the projected space needs. We'll start with simple bubble diagram, consider options, and develop a plan at the Schematic level based on the selected approach.
9. **Budget Statement.** Construction costs are very difficult to estimate since the pandemic. We recommend working with a Construction Manager to estimate costs and develop a timeline and phasing. We can assist you with selection.

**Timing**

We propose continuing to work with the committee through fall and winter as we develop schematic plans and phases. Some construction could start as early as summer of 2025, but any major project will take longer to develop.

**Fee**

We propose to work on an hourly basis until a project scope has been identified. We anticipate approximately \$7,500 in Architectural design time and approximately \$2,500 in Civil consulting. Architect’s time is billed at \$160 per hour and includes ordinary office expenses, printing and travel one way. Civil Engineering is per their attached proposal.

If you are in agreement with this proposal and the attached terms and conditions please sign below. The Civil proposal is attached for reference; it is written as a consultant to Windy Hill Associates and as such will be signed by me when this proposal is accepted.

If you have any questions please feel free to contact us anytime.

Thank you,



David Ely, AIA

\_\_\_\_\_  
Accepted by:

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

\_\_\_\_\_  
Printed name:

## **Terms and Conditions**

### **Windy Hill Associates**

#### **Access to Site**

Windy Hill Associates (WHA) will have access to the site during regular business hours for activities necessary for the performance of the services. WHA will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

#### **Billings / Payments**

Invoices will be submitted monthly, or when appropriate for services rendered to date and are due upon receipt. Invoice shall be considered past due if not paid within 30-days after the invoice date and WHA may, without waiving any claim against the Client and without liability whatsoever to the Client, terminate the performance of the service. A monthly service charge of 1.5% of the unpaid balance (18% true annual rate) will be added to past due amounts.

#### **Signs / Photographs**

The client grants WHA permission to install a sign at the construction site during the construction period. Further, the client agrees to allow WHA access to the construction site for the purpose of taking photographs or other electronic imaging, and to use the photographic or electronic materials in reports and advertising, either print or electronic media.

#### **Insurance**

The Architect shall maintain Professional Liability Insurance until the termination of this agreement in the amount of \$2MM per claim and \$2MM in the aggregate.

#### **Limitation Of Liability**

Design Professional and Owner mutually agree that the services provided pursuant to this agreement involve risks of liability which cannot be adequately compensated for solely by the payments Owner will make pursuant to the terms of this agreement. Thus, the total cumulative professional liability of Design Professional, its agents, employees, and subcontractors, whether in contract or tort, including negligence, professional errors or omissions, breach of warranty (express or implied), strict liability, or otherwise, arising out of, connected with or resulting from the services provided pursuant to the terms of this agreement shall be limited to the greater of the total fees paid by Owner under this agreement or \$25,000. Owner agrees that payment of the limit of liability amount is the sole remedy to the exclusion of all other remedies available for the total cumulative liability of Design Professional, its agents, employees, and subcontractors arising out of, connected with or resulting from the services provided pursuant to the terms of this agreement. Design Professional's consideration to Owner for this limitation of liability is specifically reflected in Design Professional's fees for services under this agreement as such fees are less than Design Professional would be paid for services under this agreement without a limitation of liability. Owner acknowledges that Design Professional has offered to amend this limitation of liability to increase the limitation, provided the Owner agrees to pay an additional consideration for this amendment and submits its request in writing to Design Professional prior to the commencement of services under this agreement.

#### **Indemnification**

To the fullest extent permitted by applicable law and, subject to the Limitation of, the parties shall indemnify and hold harmless each other, and their respective agents, employees, and subcontractors from and against any and all losses, liabilities, costs, and expenses of any kind, including reasonable attorneys' fees, which one party, its agents, employees, and subcontractors may incur, become legally responsible for, or pay out as a result of bodily injury, including death, to any person, damage to any property, or both, to the extent caused by the other party's negligence or willful misconduct. Design Professional and Owner shall not be liable to the

other for any special, indirect, incidental or consequential loss or damages including, without limitation, lost profits and loss of use arising from or related to the Services provided by Design Professional pursuant to this Agreement.

#### **Less Than Customary Full Architectural Services**

The Client acknowledges that it is customary for architectural firms which provide design and documentation services including Drawings, Specifications and other related documents, to be employed to provide professional services:

- to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during pre-construction and construction may dictate,
- in connection with acceptance of substitute or "or-equal" items of materials and equipment proposed by bidders and contractors
- in connection with approval of shop drawings and sample submittals
- to visit the site and meet with the contractor and owner on a regular basis to become generally familiar with the progress and quality of the work.
- to respond to inconsistencies or irregularities in documentation, the work, or materials.

The Client agrees that if WHA is not employed to provide such professional services during the pre-construction and construction phases of the project, WHA will not be responsible for, and the Client shall indemnify and hold WHA harmless from all claims, damages, losses and expenses, including attorney fees, arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawings or sample approvals or modification of such documentation issued or carried out by the Client or others.

#### **Termination of Services**

This agreement may be terminated by the Client or WHA should the other fail to perform his obligations hereunder, or by mutual agreement in writing. In the event of termination, the Client shall pay WHA for all services, rendered to date of termination, all reimbursable expenses, and reimbursable termination expenses.

#### **Ownership of Services**

The Architect and the Architect's consultants shall be deemed the authors and owners of their respective document Instruments of Service, including Drawings and Specifications, and shall retain all reserved rights including Copyrights. The Architect grants the Owner a non-exclusive license to use the Architect's Instruments of Service solely and exclusively for this project provided that the Owner substantially performs its obligations under this agreement, including prompt payment for services rendered.

#### **Applicable Law**

Unless otherwise specified, this agreement shall be governed by the laws of the State of New Hampshire.

#### **Arbitration**

Claims, disputes, or other matters arising out of this agreement or the breach thereof shall be subject to and decided by mediation as a condition precedent to binding arbitration in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association.



KEACH-NORDSTROM ASSOCIATES, INC.

### Proposal for Services

Standard Hourly Rate (SHR) Contract

Date: 07/16/2024

KNA Project No.: 24-0716-2

Client's Name and Billing Address: Windy Hill Associates  
c/o Mr. David Ely, AIA  
243 Clark Hill Road  
New Boston, NH 03070

Project Name: Hollis Primary School  
Project Location: 36 Silver Lake Road, Hollis, NH 03049

#### Description of Services:

Keach-Nordstrom Associates, Inc. (KNA) will work with Windy Hill Associates and the School District on front end schematic project planning to assist with the initial phases of project development. At this time, KNA understands the overall project goals of identifying potential building expansion areas, circulation and parking improvements, particularly during drop off and pickup up times, and other site improvements.

SHR Fee Estimate: \$2,500 This is an estimate only and does not include reimbursable expenses. SHR fee and reimbursable expenses will be billed in accordance with the current "KNA Standard Hourly Rate Schedule" contained in the attached "KNA Terms and Conditions."

Prepared By: Paul Chisholm, P.E.  
Vice President, Engineering

Accepted by Client:

David Ely, AIA

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

Thank you for requesting this proposal for engineering services. By executing this proposal you acknowledge that you have read and agreed to the current KNA Terms and Conditions, and that you have entered into a formal agreement with Keach-Nordstrom Associates, Inc., for the scope of services defined herein and in accordance with said KNA Terms and Conditions.

Civil Engineering

Land Planning

Landscape Architecture

**Keach-Nordstrom Associates, Inc. (KNA)  
Terms and Conditions**

(Effective Date: May 1, 2023)

**1.0 Compensation**

Fees for engineering services performed by KNA are assessed on either a Standard Hourly Rate (SHR) format or a Fixed Price (FP) format. The contract identifies which format is to be used and the following criteria applies:

Standard Hourly Rate (SHR): Fees are based on the time worked on a given project and are computed in accordance with the current “KNA Fee Schedule” (see Section 2.0). When provided, a “fee estimate” is considered to be the expected cost of the scope of services defined in the agreement but is not a guaranteed “not-to-exceed” fee amount.

Fixed Price (FP): Fees for a given project (or tasks within the project) are pre-determined and identified within the contract as a not-to-exceed fee amount. Work performed on a project (or task thereof) will be billed as a percentage of that fee amount. Unless a change in the scope of services occurs and is agreed upon in the form of a signed Extra Work Order, the fee amount will not be exceeded.

Sub-consultant charges apply when a sub-consultant (or subcontractor) is contracted directly through KNA for work that is a part of the defined scope of services. For SHR contracts, fees incurred by KNA from the sub-consultant for services performed will be assessed to the client with an additional charge to cover administrative and overhead costs associated with the coordination of said services. The additional charge will be a percentage of the cost incurred by KNA. This percentage is defined on the current “KNA Fee Schedule” in Section 2.0.

Reimbursable expenses include all out-of-pocket costs associated with a project that are incurred by KNA on behalf of the client. These include such costs as: printing and document reproduction fees, postage and mailing fees, delivery fees, mileage reimbursement fees, etc. Unless noted otherwise in the contract, all fees considered to be reimbursable expenses will be assessed to the client at a rate consistent with those identified on the current “KNA Fee Schedule” in Section 2.0.

**2.0 Fee Schedule**

KNA Standard Hourly Rates

Principal Engineer, P.E.	\$175.00/hr	Principal Land Surveyor, L.L.S.	\$175.00/hr
VP/Engineering, P.E.	\$155.00/hr	Senior Survey Manager, L.L.S.	\$145.00/hr
Sr. Project Manager	\$145.00/hr	Survey Department Manager	\$120.00/hr
Project Manager	\$120.00/hr	2-Person Field Crew	\$170.00/hr
Sr. Project Engineer, P.E.	\$120.00/hr	3-Person Field Crew	\$225.00/hr
Project Engineer III	\$110.00/hr	1-Person Field Crew w/ Robotic Instrument	\$110.00/hr
Project Engineer II	\$100.00/hr	Wetland Scientist Manager	\$145.00/hr
Project Engineer I	\$90.00/hr	Wetland Scientist	\$100.00/hr
Senior Field Engineer	\$120.00/hr	Wetland Scientist Apprentice	\$80.00/hr
Field Engineer	\$75.00/hr	Administrative	\$75.00/hr
Landscape Architect	\$95.00/hr		
CADD Technician III	\$100.00/hr		
CADD Technician II	\$90.00/hr		
CADD Technician I	\$80.00/hr		

Professional Testimony & Preparation

Twice the standard hourly rate

Sub-Consultant Mark-Up Rates

Wetland Scientist	15%
Soil Scientist	15%
Traffic Consultant	15%
Environmental Consultant	15%
All other Consultants	15%

Reimbursable Expenses

Prints (22"x34"):	\$2.50/sheet
Color Plot (22"x34"):	\$5.00/sheet
Mylars	\$20.00/sheet
Iron Pins	\$10.00 Ea.
Stone Bounds	\$75.00 Ea.

B & W Document Reproduction:

8.5"x11":	\$0.20/page
11"x14":	\$0.25/page
11"x17":	\$0.50/page

Mileage:	IRS-approved rate at time of billing
All Other (postage, delivery, etc.):	KNA's cost
Applications Fees (State, Local or Federal)	KNA's cost + 15%

*Civil Engineering*

*Land Surveying*

*Environmental Services*

### **3.0 Invoices & Payments**

Invoices will be submitted either upon completion of services or on a monthly basis. For the latter, KNA customarily invoices clients on or about the first week of each month. Unless otherwise arranged, invoices are due and payable at time of receipt. If the client objects to any portion of the invoice, the client shall notify KNA within fifteen (15) calendar days of the billing date, identify the cause of disagreement and pay when due any portion of the invoice not in dispute.

If the client fails to pay an invoice, or portion of an invoice, within thirty (30) calendar days of the billing date, the invoice (or portion thereof) will be considered “past-due” and may, at the discretion of KNA, be subject to a service charge of one and one-half (1.5) percent per month until it is paid in full. KNA reserves the right to suspend work, at any time, on any project with a past-due invoice. Any legal fees or other collection fees incurred by KNA shall be reimbursed by the client.

### **4.0 Documents**

All documents prepared by KNA, or its sub-consultants, in the course of rendering services to the client will remain the exclusive property of KNA. The same is true for any data collected and/or any design performed. The client may, at its expense, obtain record prints of drawings or documents, in consideration of which the client will use them solely in connection with the project for which services are performed by KNA. KNA will not intentionally divulge documents or information regarding its services to parties other than the client unless requested in writing by the client.

### **5.0 Amendment of Agreement**

The contract includes a scope of work that delineates the services KNA has agreed to perform and represents those items that are expected to be needed in order to complete the project (or portion thereof) as defined. The client recognizes that KNA has developed the scope of services through the application of professional judgment and acknowledges that additional services may become necessary or desired. The scope of services may be expanded or amended with a written agreement between KNA and the client. The written agreement may include any change in fee amount and/or fee estimate. Any written agreement constituting an amendment to the contract shall be made in accordance with these Terms and Conditions, unless noted otherwise.

Received By: David Ely, AIA

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

*Civil Engineering*

*Land Surveying*

*Environmental Services*