



AIA Document B141

# Standard Form of Agreement Between Owner and Architect

1987 EDITION

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH  
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.*

## AGREEMENT

made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year of  
Two Thousand Twenty Four (2024)

**BETWEEN** the Owner: Town of Brookline  
(Name and address) Town Hall  
333 Washington Street  
Brookline, MA 02445-6648

and the Architect: LeMessurier  
(Name and address) 1380 Soldiers Field Road  
Boston, Massachusetts 02135

For the following Project:  
(Include detailed description of Project, location, address and scope.)

Selective Structural and Waterproofing Repairs, Brookline High School,  
115 Greenough Street, Brookline, Massachusetts

The Owner and Architect agree as set forth below.

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# TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

## ARTICLE 1

### ARCHITECT'S RESPONSIBILITIES

#### 1.1 ARCHITECT'S SERVICES

1.1.1 The Architect's services consist of those services performed by the Architect, Architect's employees and Architect's consultants as enumerated in Articles 2 and 3 of this Agreement and any other services included in Article 12.

1.1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the Owner, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

1.1.3 The services covered by this Agreement are subject to the time limitations contained in Subparagraph 11.5.1.

## ARTICLE 2

### SCOPE OF ARCHITECT'S BASIC SERVICES

#### 2.1 DEFINITION

2.1.1 The Architect's Basic Services consist of those described in Paragraphs 2.2 through 2.6 and any other services identified in Article 12 as part of Basic Services, and include normal structural, mechanical and electrical engineering services.

\*SEE AMENDMENTS

#### 2.2 SCHEMATIC DESIGN PHASE

2.2.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

2.2.2 The Architect shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 5.2.1.

2.2.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

2.2.4 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

2.2.5 The Architect shall submit to the Owner a preliminary estimate of Construction Cost based on current area, volume or other unit costs.

#### 2.3 DESIGN DEVELOPMENT PHASE

2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program,

schedule or construction budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

2.3.2 The Architect shall advise the Owner of any adjustments to the preliminary estimate of Construction Cost.

#### 2.4 CONSTRUCTION DOCUMENTS PHASE

2.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project. \* SEE AMENDMENTS

2.4.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

2.4.3 The Architect shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.

2.4.4 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

#### 2.5 BIDDING OR NEGOTIATION PHASE

2.5.1 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in obtaining bids ~~or negotiated proposals~~ and assist in awarding and preparing contracts for construction. \* SEE AMENDMENTS

#### 2.6 CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.6.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

2.6.2 The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement. \* SEE AMENDMENTS

2.6.3 Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect ~~with consent of the Contractor, which consent shall not be unreasonably withheld.~~ \*SEE AMENDMENTS

**2.6.4** The Architect shall be a representative of and shall advise and consult with the Owner (1) during construction until final payment to the Contractor is due, and (2) as an Additional Service at the Owner's direction from time to time during the correction period described in the Contract for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written instrument.

**2.6.5** The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Owner and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work. *(More extensive site representation may be agreed to as an Additional Service, as described in Paragraph 3.2.)* \* SEE AMENDMENTS

**2.6.6** The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

**2.6.7** The Architect shall at all times have access to the Work wherever it is in preparation or progress.

**2.6.8** Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall communicate through the Architect. Communications by and with the Architect's consultants shall be through the Architect.

**2.6.9** Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect shall review and certify the amounts due the Contractor.

**2.6.10** The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the site as provided in Subparagraph 2.6.5 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and the quality of Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or

quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) ~~reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment~~ or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

~~the responsibility and~~  
**2.6.11** The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.

**2.6.12** The Architect shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, ~~but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.~~ The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the construction of the Owner or of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents. \* SEE AMENDMENTS

**2.6.13** The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect as provided in Subparagraphs 3.1.1 and 3.3.3, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

**2.6.14** The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, ~~shall receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.~~ \* SEE AMENDMENTS

**2.6.15** The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under the requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.

**2.6.16** Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, ~~shall not show partiality to either~~, and shall not be liable for results of interpretations or decisions so rendered in good faith.

**2.6.17** The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**2.6.18** The Architect shall render written decisions within a reasonable time on all claims, disputes or other matters in question between the Owner and Contractor relating to the execution or progress of the Work as provided in the Contract Documents.

~~**2.6.19** The Architect's decisions on claims, disputes or other matters, including those in question between the Owner and Contractor, except for those relating to aesthetic effect as provided in Subparagraph 2.6.17, shall be subject to arbitration as provided in this Agreement and in the Contract Documents.~~

### ARTICLE 3

#### ADDITIONAL SERVICES

##### 3.1 GENERAL

**3.1.1** The services described in this Article 3 are not included in Basic Services unless so identified in Article 12, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Paragraphs 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Paragraph 3.3 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Paragraph 3.3 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services.

##### 3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

**3.2.1** If more extensive representation at the site than is described in Subparagraph 2.6.5 is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

**3.2.2** Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as agreed by the Owner and Architect. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B352 current as of the date of this Agreement, unless otherwise agreed.

~~**3.2.3** Through the observations by such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.~~

##### 3.3 CONTINGENT ADDITIONAL SERVICES

\* SEE AMENDMENTS

**3.3.1** Making revisions in Drawings, Specifications or other documents when such revisions are:

- 1 inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;
- 2 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or
- 3 due to changes required as a result of the Owner's failure to render decisions in a timely manner.

**3.3.2** Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Subparagraph 5.2.5.

~~**3.3.3** Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives.~~

**3.3.4** Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.

**3.3.5** Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

**3.3.6** Providing services made necessary by the default of the Contractor; by major defects or deficiencies in the Work of the Contractor, ~~or by failure of performance of either the Owner or Contractor under the Contract for Construction.~~ <sup>formal</sup>

**3.3.7** Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work. \*SEE AMENDMENTS

**3.3.8** Providing services in connection with a public hearing, arbitration proceeding or legal proceeding except where the Architect is party thereto.

**3.3.9** Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

##### 3.4 OPTIONAL ADDITIONAL SERVICES

~~**3.4.1** Providing analyses of the Owner's needs and programming the requirements of the Project.~~

**3.4.2** Providing financial feasibility or other special studies.

**3.4.3** Providing planning surveys, site evaluations or comparative studies of prospective sites.

~~3.4.4 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.~~

3.4.5 Providing services relative to future facilities, systems and equipment.

~~3.4.6 Providing services to investigate existing conditions or facilities or to make measured drawings thereof.~~

~~3.4.7 Providing services to verify the accuracy of drawings or other information furnished by the Owner.~~

3.4.8 Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.

3.4.9 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.

~~3.4.10 Providing detailed estimates of Construction Cost.~~

3.4.11 Providing detailed quantity surveys or inventories of material, equipment and labor.

~~3.4.12 Providing analyses of owning and operating costs.~~

3.4.13 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

3.4.14 Providing services for planning tenant or rental spaces.

3.4.15 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.

3.4.16 Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

3.4.17 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

3.4.18 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than 60 days after the date of Substantial Completion of the Work.

3.4.19 Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the Project provided as a part of Basic Services.

3.4.20 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

## ARTICLE 4

### OWNER'S RESPONSIBILITIES

~~4.1 The Owner shall provide full information regarding requirements for the Project, including a program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.~~

4.2 The Owner shall establish and update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

4.3 If requested by the Architect, the Owner shall furnish evidence that financial arrangements have been made to fulfill the Owner's obligations under this Agreement.

4.4 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

~~4.5 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.~~

~~4.6 The Owner shall furnish the services of geotechnical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits; determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.~~

~~4.6.1 The Owner shall furnish the services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Architect.~~

4.7 The Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

4.8 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.

4.9 The services, information, surveys and reports required by Paragraphs 4.5 through 4.8 shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

4.10 Prompt written notice shall be given by the Owner to the Architect if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

4.11 The proposed language of certificates or certifications requested of the Architect or Architect's consultants shall be submitted to the Architect for review and approval at least 14 days prior to execution. The Owner shall not request certifications that would require knowledge or services beyond the scope of this Agreement.

## **ARTICLE 5**

### **CONSTRUCTION COST**

#### **5.1 DEFINITION**

**5.1.1** The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

**5.1.2** The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

**5.1.3** Construction Cost does not include the compensation of the Architect and Architect's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 4.

#### **5.2 RESPONSIBILITY FOR CONSTRUCTION COST**

**5.2.1** Evaluations of the Owner's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

**5.2.2** No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

**5.2.3** If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

**5.2.4** If a fixed limit of Construction Cost (adjusted as provided in Subparagraph 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

1. give written approval of an increase in such fixed limit;
2. authorize rebidding or renegotiating of the Project within a reasonable time;

3. if the Project is abandoned; terminate in accordance with Paragraph 8.3; or
4. cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

**5.2.5** If the Owner chooses to proceed under Clause 5.2.4.4, the Architect, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of Contract Documents shall be the limit of the Architect's responsibility arising out of the establishment of a fixed limit. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

## **ARTICLE 6**

### **USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS**

**6.1** The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project. ~~The Architect's Drawings, Specifications and other documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.~~

**6.2** Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Architect's reserved rights.

## **ARTICLE 7**

### **ARBITRATION**

~~7.1 Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.~~

~~7.2 Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.~~

~~7.3 No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement.~~

except by written consent containing a specific reference to this Agreement signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

7.4 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

## ARTICLE 8

### TERMINATION, SUSPENSION OR ABANDONMENT

8.1 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Architect's services.

8.3 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect in the event that the Project is permanently abandoned. If the Project is abandoned by the Owner for more than 90 consecutive days, the Architect may terminate this Agreement by giving written notice.

8.4 Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

8.5 If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 8.7.

8.7 Termination Expenses are in addition to compensation for Basic and Additional Services, and include expenses which are directly attributable to termination. Termination Expenses shall be computed as a percentage of the total compensation for Basic Services and Additional Services earned to the time of termination, as follows:

~~Twenty percent of the total compensation for Basic and Additional Services earned to date if termination occurs before or during the pre-design, site analysis, or Schematic Design Phases; or~~

- ~~2 Ten percent of the total compensation for Basic and Additional Services earned to date if termination occurs during the Design Development Phase; or~~
- ~~3 Five percent of the total compensation for Basic and Additional Services earned to date if termination occurs during any subsequent phase.~~

## ARTICLE 9

### MISCELLANEOUS PROVISIONS

9.1 Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Architect.

9.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

#### \*SEE AMENDMENTS

~~9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.~~

9.4 The Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner and Architect each shall require similar waivers from their contractors, consultants and agents.

9.5 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement without the written consent of the other.

9.6 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

9.7 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

~~9.8 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.~~

9.9 The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of



the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect on the construction sign and in the promotional materials for the Project.

## ARTICLE 10

### PAYMENTS TO THE ARCHITECT

#### 10.1 DIRECT PERSONNEL EXPENSE

10.1.1 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

#### 10.2 REIMBURSABLE EXPENSES

10.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project, as identified in the following Clauses. SEE ALSO 11.4.1

10.2.1.1 Expense of ~~transportation in connection with the Project, expenses in connection with authorized out of town travel~~; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project.

10.2.1.2 Expense of reproductions, postage and handling of Drawings, Specifications and other documents for bidding only

10.2.1.3 ~~If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates~~

10.2.1.4 Expense of renderings, models and mock-ups requested by the Owner.

10.2.1.5 ~~Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and Architect's consultants.~~

10.2.1.6 ~~Expense of computer-aided design and drafting equipment time when used in connection with the Project.~~

#### 10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

10.3.1 An initial payment as set forth in Paragraph 11.1 is the minimum payment under this Agreement.

10.3.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Subparagraph 11.2.2.

10.3.3 If and to the extent that the time initially established in Subparagraph 11.5.1 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Subparagraph 11.3.2.

10.3.4 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Subparagraph 11.2.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

#### 10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

10.4.1 Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

#### 10.5 PAYMENTS WITHHELD

10.5.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been found to be liable.

#### 10.6 ARCHITECT'S ACCOUNTING RECORDS

10.6.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

## ARTICLE 11

### BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

11.1 AN INITIAL PAYMENT of zero Dollars (\$0.00 ) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

#### 11.2 BASIC COMPENSATION

11.2.1 FOR BASIC SERVICES, as described in Article 2, and any other services included in Article 12 as part of Basic Services, Basic Compensation shall be computed as follows:

*(Insert basis of compensation, including stipulated sums, multiples or percentages, and identify phases to which particular methods of compensation apply, if necessary.)*

Set fee: \$119,430.00



**11.2.2** Where compensation is based on a stipulated sum or percentage of Construction Cost, progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:

*(Insert additional phases as appropriate.)*

See "Schedule A"

Schematic Design Phase:	percent ( %)
Design Development Phase:	percent ( %)
Construction Documents Phase:	percent ( %)
Bidding or Negotiation Phase:	percent ( %)
Construction Phase:	percent ( %)
Total Basic Compensation:	one hundred percent (100%)

### **11.3 COMPENSATION FOR ADDITIONAL SERVICES**

**11.3.1** FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES, as described in Paragraph 3.2, compensation shall be computed as follows:

Principals; Architect and Engineer:  
Projects Architect or Engineer:  
Architect or Engineer:  
Drafter:

See "Schedule A"

**11.3.2** FOR ADDITIONAL SERVICES OF THE ARCHITECT, as described in Articles 3 and 12, other than (1) Additional Project Representation, as described in Paragraph 3.2, and (2) services included in Article 12 as part of Basic Services, but excluding services of consultants, compensation shall be computed as follows:

*(Insert basis of compensation, including rates and/or multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)*

Additional services shall be compensated either on an hourly basis in accordance with the hourly billing noted in 11.3.1 above, or a lump sum basis for designated services as mutually agreed to by the Owner and Architect.

**11.3.3** FOR ADDITIONAL SERVICES OF CONSULTANTS, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 3.4.19 or identified in Article 12 as part of Additional Services, a multiple of \_\_\_\_\_ times the amounts billed to the Architect for such services.

*(Identify specific types of consultants in Article 12, if required.)*

### **11.4 REIMBURSABLE EXPENSES**

**11.4.1** FOR REIMBURSABLE EXPENSES, as described in Paragraph 10.2, and any other items included in Article 12 as Reimbursable Expenses, a multiple of \_\_\_\_\_ times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

### **11.5 ADDITIONAL PROVISIONS**

**11.5.1** IF THE BASIC SERVICES covered by this Agreement have not been completed within ( \_\_\_\_\_ ) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Subparagraphs 10.3.3 and 11.3.2.

**11.5.2** Payments are due and payable thirty ( 30 ) days from the date of the Architect's invoice. Amounts unpaid ( \_\_\_\_\_ ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of interest agreed upon.)*

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)*

**11.5.3** The rates and multiples set forth for Additional Services shall be annually adjusted in accordance with normal salary review practices of the Architect.

**ARTICLE 12**  
**OTHER CONDITIONS OR SERVICES**

*(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Agreement.)*

This Agreement entered into as of the day and year first written above.

OWNER

*Refer to signature page*

ARCHITECT

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Printed name and title)



**CAUTION:** You should sign an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

SELECTIVE STRUCTURAL AND WATERPROOFING REPAIRS ROOKLINE HIGH SCHOOL

Building Commission:

\_\_\_\_\_  
Janet Fierman, Chair

\_\_\_\_\_  
George Cole

\_\_\_\_\_  
Karen Breslawski

\_\_\_\_\_  
Nathan E. Peck

\_\_\_\_\_  
Brooke Duskin

Select Board:

\_\_\_\_\_  
Bernard W. Greene, Chair

\_\_\_\_\_  
Michael Sandman

\_\_\_\_\_  
John VanScoyoc

\_\_\_\_\_  
Miriam Aschkenasy

\_\_\_\_\_  
Paul Warren

School Committee:

\_\_\_\_\_  
David Pearlman, Chair

\_\_\_\_\_  
Andy Liu

\_\_\_\_\_  
Helen Charlupski

\_\_\_\_\_  
Steven Ehrenberg

\_\_\_\_\_  
Suzanne Federspiel

\_\_\_\_\_  
Valerie Frias

\_\_\_\_\_  
Natalia Linos

\_\_\_\_\_  
Mariah Nobrega

\_\_\_\_\_  
Sarah Moghtader

\_\_\_\_\_  
Susan Givens, Deputy  
Superintendent

Certification:

I hereby certify, in accordance with Mass. Gen. Laws ch. 44 paragraph 31C that an appropriation in the amount of \$119,430.00 has been made and is available for compensation to the Contractor for the work described in this Agreement and all approved requisitions, invoices and change orders.

\_\_\_\_\_  
Michael DiPietro, Town Comptroller

Approved As to Form:

\_\_\_\_\_  
Joseph Callanan, Town Counsel

## AMENDMENTS TO ARTICLES OF CONTRACT

The following revisions modify, change, delete from, or add to the standard "Form of Agreement Between Owner and Architect," AIA Document B141, 1987 edition, between the Town of Brookline and LeMessurier. Where any Article or any Paragraph, Subparagraph, or Clause thereof is modified or deleted by these Supplementary Conditions, the unaffected and unaltered provisions of that Article, Paragraph, Subparagraph or Clause thereof, the provisions of the Supplementary Conditions shall govern the provisions of the Agreement. In the case of conflicting provisions, the terms, conditions and provisions set forth in the "Amendments to Articles of Contract" shall control.

### ARTICLE 1:

1.1.3 All construction documents shall be completed in accordance with the attached schedule.

### ARTICLE 2:

2.1.1 .... which are reasonably necessary for the Architect to provide complete design services for the project. The Architect shall provide cost estimates prepared by a professional cost estimator at the end of Schematic Design, at the end of Design Development and at the 60% completion of Construction Documents. This is a two phase Agreement and Phase I is through Construction Documents and Bidding. Phase II is for Construction Administration. The Owner can, at its sole discretion, elect not to proceed with Phase II of the project.

2.4.1 The Construction Documents shall include drawings and specifications that establish or detail the quality levels of materials and systems required for the project. The Construction Documents shall comply with all applicable statutes, ordinances, orders, rules and regulations.

2.4.1.1 The Architects shall be responsible for the coordination of all drawings and design documents relating to the Architect's design and used on the project, regardless of whether such drawings and documents are prepared or performed by the Architect or the Architect's sub-consultants. The Architect shall be responsible for the completeness and accuracy of all drawings and specifications submitted by or through the Architect and for their compliance with all applicable codes, ordinances, regulations, laws and statutes.

2.5.1 .... Including distribution of document to prospective bidders and providing notices to the Central Register.

2.6.2 Delete the language after "A201, General Conditions of the Contract for Construction" and insert thereafter "1987 Edition with such revisions as are incorporated in the Project Specifications issued by the Architect with the approval of the Owner."

2.6.3 Except as otherwise provided in subparagraph 2.6.2 above ...

2.6.5 The Architect shall visit at least once a week to become familiar in detail with the Progress and quality of the work, to guard against defect and deficiencies in the work, and to determine in detail to the best of his knowledge and ability if the work is being performed in accordance with all requirements of the Contract Documents and all applicable statutes, regulations, codes, ordinances, rules and orders. Upon identification of work being performed in a manner that is not in accordance with contractual, statutory or regulatory requirements, or which is in any other way defective, the Architect shall notify the Owner in writing of such non-complying or defective work.

2.6.12 "The Architect shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples", for the purpose of assuring compliance with applicable statutes, regulations, codes, ordinances, rules and orders, and assuring to the best of his knowledge and ability that the work affected by and represented by such submitted is in compliance with the contract documents. (At the end of sentences 3 and 5 add the phrase ", except to the extent otherwise herein period.")

2.6.14 ....which dates shall in each case be approved by the Owner in writing prior to communication to the Contractor, shall receive from the contractor and forward to the Owner, for the Owner's review and records written warranties and related documents required by the Contract Documents and assembled by the contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating to the best of his knowledge and ability that the work complies with requirements of the Contract Documents.

### ARTICLE 3:

3.2 Delete subparagraph 3.2.1 and 3.2.2. Insert in their place:

3.2.1 If more extensive representation at the site than is described in subparagraph 2.6.5 is required, the Owner may provide one or more Project Representatives to assist in carrying out additional on site responsibilities, after consultation with the architect, or may request that the Architect provide such project representative(s), which event the Architect shall be compensated therefore as provided in this Agreement.

3.3 Add the phrase ", except as such services are, by inference, includable within the Basic scope of work" at the end of subparagraphs 3.3.2, 3.3.3, 3.3.4, 3.3.7 and 3.3.9.

3.3.7 .... it being understood that evaluation of routine change orders and claims is included the Architect's Contract Administration services.

## ARTICLE 9

9.2 ...., together with all revisions as set forth in the Project Specifications issued by the Architect with the approval of the Owner

## ARTICLE 10:

10.5.1 ..... and other than those sums withheld on account of other costs for which the Architect is responsible under the terms of this Agreement.

## ARTICLE 12

- 12.1 In the event that the Project is delayed through no fault of the Architect for any reason, the remedies for the Architect for such delay shall be an extension of the Contract Time and fees for additional time required beyond normal basic services expected should the contract have concluded within the terms of the contract, and no party shall have any other rights or remedies against the Owner and shall make no claim therefore.
- 12.2 The Architect shall, during the Construction Phase, maintain a log that tracks all actions required by the Architect for reviewing Requests for Information, Shop Drawings, Product Data, Samples, Substitutions, Change Orders and Claims. The log shall note the date a request or action item is received, the date an answer or action item is due and the date an answer was given or action taken.
- 12.3 Any decision by the Architect, other than those made under Section 2.6 that will result in an additional cost or charge to the Owner shall be subject to written approval, in advance, by the Owner. The Architect shall maintain a current schedule that sets forth the steps, major tasks or events that must be completed by the Architect. The schedule, and any revised schedule shall be provided by the Architect to the Owner. The Architect shall review the schedule every two weeks and shall provide the Owner with prompt notice, together with any changes or adjustments, that such a review has been completed.
- 12.4 The Architect and the Owner acknowledge that personnel assignments to the Project, by the Architect, are important and that changes or adjustments in such assignments shall only be made with notice to the Owner or expedite the Project. Time is of the essence in this Project and, therefore, the Architect agrees that should the performance of any of its personnel assigned to the Project cause delay unacceptable to the Owner, the Architect shall immediately review and respond in writing to a notice of such condition by the Owner.
- 12.5 All drawings and specification shall become and remain the property of the Owner. When the Owner has paid the Architect in full for the phase of the Services during which the drawings and specifications are produced, to the extent that completion of that phase of the Services has then been accomplished. The design itself, and all associated elements will remain the property of the Architect. The Architect grants the Owner a permanent, irrevocable, non-exclusive, paid-up license (under any and all copyrights or copyright application owned, controlled or under which the Architect has the right to grant such license) to use and distribute the Architect's design for its own use.
- 12.6 The Architect may use any of the drawings and specifications of any description Produced under this Contract in any architectural, design, and/or engineering Competition or award(s) of any nature whatsoever, or for any other purpose upon notice to Owner, but must credit the Owner requests.



- 12.7 Any conflicts between Article 12 as set forth herein, and the other provisions in this Contract shall be resolved by reference to this Article 12.
- 12.8 It is the intent of the architect under Paragraph 2.2.5 to retain the services of an Independent cost consultant to provide these services. The estimate shall be done by costing each item by its normal unit of measurement, including the related labor for the installation of that unit with a summary of general conditions, overhead and profit as a percentage of the project, on the project as whole, not on a line by line basis.
- 12.9 Boycott Against Israel – The document “Notice to Bidders and Contractors – Town Policy of Arab League Boycott Against the State of Israel”, is attached as Exhibit A and Made a part of this agreement.
- 12.10 Anti-Discrimination Requirements – the document “Anti-Discrimination on Requirements: Fair Employment Practices Relative to Town Contracts (Article XXIX of the Town By-Laws) is attached as Exhibit B and made a part of this Agreement.
- 12.11
- 12.11.1 The Architect hereby certifies that it has not given, offered or agreed to give any person, corporation or other entity any gift, contribution offer of employment and an inducement for, or in connection with the award of the Contract for design services. (Statutory reference: M.G.L. Chapter 7, Section 38H(e)(I).)
- 12.11.2 The Architect hereby certified that no consultant to or subcontractor for the Architect has given, offered, or agreed to give any gift, contribution of offer of employment to the designer or construction manager, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Contract by the Architect. (Statutory reference: M.G.L. Chapter 7, Section 38H(e)(ii).)
- 12.11.3 The Architect hereby certifies that no person, corporation or other entity, other than a Bona fide full-time employee of the Architect, has been retained or hired by the Architect to solicit for him or in any way assist the Architect in obtaining the Contract for design services upon an agreement or understanding that such a person, corporation or other entity be paid a fee or other consideration upon the award of the Contract to the Architect. (Statutory reference: M.G.L. Chapter 7, Section 38H(e)(iii).)
- 12.11.4 The Architect hereby certifies that it has internal accounting controls as required by M.G.L. Chapter 30, Section 39R© and that the Architect has filed and will continue to file an audited financial statement as required by Subparagraph (d) or said Section 39R. (Statutory reference M.G.L. Chapter 7, Section 38H(e)(iv).)
- 12.12 The undersigned certifies under the pains and penalties of perjury that the certifications given in paragraphs 12.11.1, 12.11.2, 12.11.3, are honest, accurate and correct.

- 12.13 The Architect shall comply with all applicable laws including (without limitation) all Federal, state and local codes concerning building projects, and shall exercise due professional care to produce a project design which complies with all applicable laws. In general, the Architect shall perform services in a non-negligent manner, in accordance with generally accepted standards of professional practice.
- 12.14 Expenses/Reimbursable Expenses:
- a. The Architect shall pay for all reproductions, postage and handling of Drawings as needed prior to the issuance of bid documents as a Basic Service. This shall include six (6) sets of documents at the end of any Phase of Work, the additional sets will be billed to the Owner as a Reimbursable Expense.
  - b. Expense of reproduction, postage and handling of Drawings and Specifications Issued for Bidding, and all reproductions thereafter, except those chargeable to the contractor or subcontractors performing the Work, shall be billed to the Owner as a Reimbursable Expense, if the Owner requires the Architect to conduct such work.
  - c. The Architect shall solicit and receive at least three competitive bids for the printing of actual Contract Documents, if the Owner requires the Architect conduct such work.
  - d. The bills for Reimbursable Printing Expenses shall be submitted to the Owner so as to avoid any mark-up or sales tax.
- 12.15 If the Scope of Work shall substantially increase, and that said Scope of Work is approved in writing by the Town of Brookline's Designated Representative and/or Building Commission; the Town of Brookline agrees to make an equitable adjustment in the Contract/Agreement Professional Fee to the Architect for the Construction documents and Construction Administration Phases of the Work.
- 12.16 In the event that the Project is delayed, for any reason, the sole remedy for the Architect for any such delay shall be an extension of the contract and no party shall have any rights or remedies against the Owner and shall make no claim therefore.

- 12.17 The Architect shall maintain liability insurance coverage equal to or exceeding the following limits: General Liability, \$1,000,000 per occurrence and \$2,000,000 in the aggregate, Automobile Liability, \$1,000,000., Excess Liability Coverage of \$1,000,000, and Worker's Compensation as required by state law. Subrogation shall be waived. On the General, Automobile and Excess Liability insurance policies, the Town of Brookline shall be listed as an Additional Insured and these policies shall provide Additional Insured coverage.

## EXHIBIT "B" TO CONTRACT

### ARTICLE 13

#### PROVISIONS REQUIRED BY MASSACHUSETTS LAW

- 13.1 The Designer hereby certifies:
- (i) if an individual, the individual is a registered Designer;
  - (ii) if a partnership, a majority of all the partners are persons who are registered Designers;
  - (iii) if a corporation, sole proprietorship, joint stock company or other entity, the majority directors or a majority of the stock ownership and the chief executive offices are persons who are registered Designers, and the person to have the project in his or her charge is a registered Designers;
  - (iv) If a joint venture, each joint venture satisfies the requirements of this section. (Statutory reference M.G.L. c. 7 Section 38A 1/2)
- 13.2 The Designer hereby certifies that, it has not given, offered or agreed to give any person, corporation other entity any gift, contribution or offer of employment as an inducement for, or in connection with the award of this Agreement. (Statutory reference M.G.L. Section 7 38E )
- 13.3 The Designer hereby certifies that, no consultant to or subcontractor for the Designer has given, offered, or agreed to give any gift, contribution, or offer of employment to the Designer, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the Designer. (Statutory Reference M.G.L. c.7 )
- 13.4 The Designer hereby certifies that, no person, corporation or other entity, other than a bona fide full time employee of the Designer, has been retained or hired by the Designer to profit for or in any way assist the Designer in obtaining this Agreement upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration coming upon the award of this Agreement to the Designer. (Statutory reference M.G.L. c. 7
- 13.5 The Designer hereby certifies that it has internal accounting sources as required by subsection (c ) of section thirty-nine R of chapter thirty and that the Designer filed and will continue to file an audited financial statement as required by subsection ( c ) of said section thirty-nine R. (Statutory reference M.G.L. c. 7
- 13.6 The Designer hereby certifies that in accordance with the provisions of G.L. c. 19A a resume of the Designer has been filed with the Designer Board.
- 13.6 The Designer hereby certifies that of the Designer in a corporation, the Corporation has filed with the Secretary of State all certificates and annual reports required by Chapter 109 (Business Corporation), by Chapter 181, (Foreign Corporation), or by Chapter 180, 26A (Non-Profit Corporation) of the Massachusetts General Laws.
- 13.8 The Designer hereby certifies that, at the time of execution it is in compliance with the provisions of 7 of Chapter 621 of the Acts of 1990 as amended by Chapter 129 of the Acts of 1991, and 102 CMR 12.00 and the Designer is either a "qualified employer" because it has fifty (50) or more full time employees and has established a dependent care assistance program, child care tuition assistance, or on-site child care placements, or is in an "exempt employer".

- 13.9 The Designer hereby certifies that, the Designer is not currently debarred or suspended by the Commonwealth of Massachusetts, or any of its entities or subdivisions under any Massachusetts Law or regulation, including but not limited to M.G.L. c.29, 29F and M.G.L. c. 152, 25C.
- 13.10 The Designer hereby certifies that the Designer is aware of the American with Disabilities Act, and the Designer shall exercise due professional care, in accordance with the standards set forth in 12.1, to ensure that all aspects of the performance of this Agreement shall be in compliance therewith Americans with Disabilities Act 42 UEC 12101 et. seq.; 28 CFR Part 35, as amended.
- 13.11 The Designer shall maintain all books, records and accounts related to the Project in compliance with the following:
1. The Designer shall make, and keep for at least six years after final payment, books records, and accounts which in reasonable detail accuracy and fairly reflect the transactions and dispositions of the Designer.
  2. Until the expiration of six years after final payment, the Owner and the deputy commissioner of capital planning and operations shall have the right to examine any books , documents, papers or records of the Designer or of its consultants that directly pertain to, and involve transactions relating to, the Designer or its consultants.
  3. The Designer shall describe any change in the method of maintaining records or recording transactions which materially affects any statements filed with the Owner, including in the Designer's description , the date of the change and reasons therefore, and shall accompany said description with a letter from the Designer's independent certified public accountant approving or otherwise commenting on the changes.
  4. The Designer has filed a statement of management on internal accounting controls as set forth In paragraph (6) below prior to the execution of this Agreement.
  5. The Designer has filed prior to the execution of this Agreement and will continue to file annually an audited financial statement for the most recent completed fiscal year.
  6. The Designer shall file with the Owner a statement of management as to whether the system of internal accounting controls of the Designer and its subsidiaries reasonably assures that:
    - (a) transactions are executed in accordance with management's general and specific authorization;
    - (b) transactions are recorded as necessary:
      1. to permit preparation of financial statements in conformity with generally accepted accounting principles; and
      2. to remain accountability for assets.
  7. The Designer shall also file annually with the Owner a statement prepared and signed by an Independent certified public accountant, stating that such accountant has examined the statement of management on internal accounting controls and expressing an opinion as to:
    - (a) whether the representations of management in response to this paragraph are consistent with the result of management's evaluation of the system of internal accounting controls, and

- (b) whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the Designer's financial statements.
8. The Designer shall annually file with the Owner during the term of this Agreement a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed and include the date of final payment. All statements shall be accompanied by an accountant's report.
9. Records and statements required to be made, kept and filed in compliance with the provisions of this paragraph will not be public records and shall not be open to public inspection, except as otherwise provided by law. (Statutory reference M.G.L. c. 50, 39R)
- 13.12 The Designer and its consultants shall not be compensated for any service involved in preparing changes that are required for additional work that should have been anticipated by the Designer in the preparation of bid documents, as reasonably determined by the Owner. (Statutory reference M.G.L. c. 7)
- 13.13 The Designer hereby certifies under penalties of perjury that the Designer has compiled with all laws of the Commonwealth of Massachusetts relating to taxes. (Statutory reference M.G.L. c. 62C, 49A).
- 13.14 Every Designer who is a nonresident of the Commonwealth of Massachusetts, or a nonresident co-partner of a Designer hereby appoints the Secretary of the Commonwealth of Massachusetts and his successor in offices to be his true and lawful attorney in and for Massachusetts, upon whom all lawful processes in any action or proceeding arising out of this contract may be served. When legal process against any such person is served upon the Secretary of State, a copy of such process shall forthwith be sent by registered mail with a return receipt requested to said Designer or nonresident co-partner hereby stipulates and agrees that any lawful process against it which is served on said attorney shall be of the same legal force and validity as if served on said Designer or on said co-partner. Such authority shall continue in force so long as any liability remains outstanding against said Designer or said co-partner.
- 13.15 The Owner or its designer, shall have the right at reasonable times and upon reasonable notice to examine the books, records and other compilations of data of the Designer which pertain to the performance and requirements of this contract.
- 13.16 The Designer shall not discriminate against any qualified employees or supplicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation. The Designer agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1957; Section 504 of the Rehabilitation Act of 1973; Massachusetts General Laws Chapter 151B, Section 4(1); and all relevant administrative orders and executive orders, including Executive Order 227.

VOTE OF CORPORATION AUTHORIZING EXECUTION OF CONTRACT

At a meeting of the Board of Directors of \_\_\_\_\_

duly called and held on \_\_\_\_\_

and acting throughout, the following vote was duly adopted:

VOTED: That \_\_\_\_\_

of the corporation, be and hereby is authorized to affix the corporate seal, sign and deliver in the name

and behalf of the corporation a contract with \_\_\_\_\_

for the design of \_\_\_\_\_

at \_\_\_\_\_

(\$ \_\_\_\_\_

to secure the performance of said contract and payment for labor and materials for each year of the term of the Contract, all in such form and on such terms and conditions as he, by the execution thereof, shall deem proper.

A true copy.

ATTEST:

\_\_\_\_\_  
Clerk of the Corporation

Countersignature: \_\_\_\_\_

In the event that the Clerk or Secretary is the same person as the Officer authorized to sign contract or instrument for the Corporation, this certificate must be countersigned by another officer of the Corporation.

END OF DOCUMENT

VOTE OF CORPORATION  
AUTHORIZING EXECUTION OF CONTRACT



## CERTIFICATION OF PAYMENT OF STATE TAXES

Legislation enacted by the Commonwealth of Massachusetts effective May 1, 1983, required that the attestation below be signed:

Pursuant to M.G.L. c. 62C, 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

---

Designer

## NON-COLLUSION AFFIDAVIT

Massachusetts General Laws, Chapter 701 of the Acts of 1983, requires that Each bidder must certify as follows:

The undersigned certifies under penalties of perjury that its bid is in all respects bona fide, fair and made without collusion or fraud with any other person, joint venture, partner ship, corporation or other business or legal entity.

---

Designer

---

ADDENDUM TO SELECTIVE STRUCTURAL AND WATERPROOFING REPAIRS  
BROOKLINE HIGH SCHOOL

Article 4.4 of the Town of Brookline General By-Laws

By signing below, LeMessurier hereby agrees to comply with the provisions of Article 4.4 of the Town's General By-laws, *Fair Employment Practices with Regard to Contracts*, a copy of which is incorporated herein by reference, with respect to the foregoing Contract.

Signed under the pains of penalties of perjury, on this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_

Article 4.5 of the Town of Brookline General By-Laws

In fulfilling the terms of the foregoing attached contract, pursuant to Section 4.5.2 of the General By-laws of the Town of Brookline, LeMessurier, hereby certifies under the pains and penalties of perjury that it does not discriminate against any individual because of the race, color, religious creed, national origin, sex, gender identity or gender expression, sexual orientation, which shall not include persons whose sexual orientation involves minor children as the sex object, age or ancestry of the individual.

Signed under the pains of penalties of perjury, on this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_

## SCHEDULE A

November 29, 2023

Lap Yan  
Town of Brookline  
333 Washington Street  
Brookline, MA 02445

Reference: Selective Structural and Waterproofing Repairs, Brookline High School,  
Brookline, MA  
LeM File No. 22.0321

Dear Tony,

Thank you for the opportunity for LeMessurier to submit a Fixed Fee proposal for structural and enclosure consulting services for the proposed work at the above-mentioned building.

**SCOPE OF CONSULTING SERVICES**

This scope of work outlines design services for structural concrete repairs and waterproofing replacement as shown in the 2023-04-06 Brookline High School Tunnel Investigation report, included in the RFQ.

**Schematic Design Phase:** Under this phase, our team will perform the following tasks:

- Meet all project team members to discuss project strategy and objectives over a virtual teleconference call. After this meeting, we will issue meeting minutes.
- Visit the site to evaluate existing conditions.
- Prepare an evaluation of the project, schedules, and budget for the town's consideration. We will present these for the town's consideration over a virtual teleconference call. After this meeting, we will issue meeting minutes.
- With the town's approval, create design documents consistent with schematic level detailing including annotated plans, elevations, typical details, and a basis-of-design waterproofing assembly. Three physical copies of the plans and budgets will be provided to the Town. We will additionally present this package over a virtual teleconference call. After this meeting, we will issue meeting minutes.

**Design Development Phase:** Under this phase, our team will perform the following tasks:

- Create a design development package including annotated plans, elevations, details, and product specifications. We will incorporate any comments provided by the Town on the Schematic Design phase drawing set.

LeMessurier.

- We include (2) virtual teleconference meetings during this phase. After each meeting, we will issue meeting minutes.
- We will coordinate with the estimating subconsultant to provide a budget estimate at this phase.

**Construction Documents Phase:** Under this phase, our team will perform the following tasks:

- Create a 100% bid set package including annotated plans, elevations, details, and product specifications. We will incorporate any comments provided by the Town on the Design Development phase drawing set. Our specification package will include the Town's standard "front end documents," provided by the Town.
- We will coordinate with the estimating subconsultant to provide a budget estimate at this phase.
- We will coordinate with the hazardous materials consultant to provide hazardous materials specifications.
- We include (2) virtual teleconference meetings during this phase. After each meeting, we will issue meeting minutes.

**Bid Phase:** Under this phase, our team will perform the following tasks:

- Attend a pre-bid walkthrough with bidding contractors and answer any questions stemming from the walkthrough.
- Review bids submitted by contractors and provide a recommendation to the Town.

**Construction Administration Phase:** Under this phase, our team will perform the following tasks:

- Attend a pre-construction conference that will be held on site inclusive of the design team, owner, and the contractor. After this meeting, we will issue meeting minutes.
- Review and provide comment on shop drawings and submittals.
- Review and respond to RFI's from the contractor.
- Review pay requisitions provided by the contractor.
- Visit the site weekly during construction to review the installation. We include (12) site visits assuming a 12-week construction schedule. After each site visit, we will issue a field report documenting completed work and possible deficiencies.
- Attend (12) construction administration meetings to discuss project progress. We intend to line these up with our site visits. Otherwise, these will be virtual teleconference meetings.
- Coordinate with the hazardous materials consultant to provide their construction administration services.
- Perform a final inspection once punch list is completed.

**LeMessurier Exclusions:**

- Electrical and Plumbing Drawings
- Lift access.
- Excavation services.
- Structural deterioration remediation outside of the areas specifically depicted in the LeMessurier report included with the RFQ.
- Temporary shoring to accommodate concrete remediation work.
- Concrete strength / chloride testing.
- Waterproofing composition testing.

**SCOPE OF SUBCONTRACTOR CONSULTING SERVICES**

Scope of works and fees are outlined in proposals from United Environmental Consultants and Dharam Consulting. These proposals are included at the end of this proposal.

**FEES**

For these services, we propose a fee as broken down below:

	LeM Project Management	LeM Structural Engineering	LeM Enclosure Design	Dharam Cost Estimating	UEC Hazardous Materials Consulting	
Schematic Design	\$2,000	\$6,600	\$7,900	\$3,500	-	
Design Development	\$2,200	\$8,700	\$10,600	\$5,000	-	
Construction Documents	\$2,250	\$8,700	\$10,600	\$5,000	\$1,500	
Bid Phase	\$1,200	\$2,000	\$2,000	-	-	
Construction Administration	\$2,980	\$11,500	\$15,400	-	\$9,800	
<b>Total</b>	<b>\$10,630</b>	<b>\$37,500</b>	<b>\$46,500</b>	<b>\$13,500</b>	<b>\$11,300</b>	<b>Total \$119,430</b>

**TERMS**

This project will be scheduled after the return of the accepted proposal.

Reimbursable expenses for travel, courier services, reproductions, and electronic data transfer are included in this cost.

This proposal is valid for 90 days from the date of this proposal.

We look forward to the opportunity to collaborate with the Town of Brookline for professional structural and enclosure consulting services on this important project.

If you are in agreement, please countersign and return a copy of this letter, which will serve as our authorization to proceed. Please feel free to call if you have any questions.

Very truly yours,

**LeMessurier Consultants, Inc.**

ACCEPTED BY:

**Town of Brookline**

Stephen Holland, P.E. (MA)  
Consultant | Enclosure

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

Mathew Head, P.E. (MA)  
Consultant | Structural

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

xc: Accounting



November 28th, 2023

Stephen Holland, P.E. (MA)  
Enclosure Consultant  
1380 Soldiers Field Road  
Boston, MA 02135  
Direct 857-365-6100

RE: Brookline High School – Cost Estimating Services

Dear Stephen,

Thank you for inviting us to submit a proposal for this project. We are very keen to be a part of this opportunity and look forward to producing a successful project moving forward.

Please see the following lump sum fee and breakdown provided for: Brookline High School – Cost Estimating Services

We can include an add alternate to assist with LCC studies and ECM studies if required.

<b>Total lump sum for cost management :</b>	<b>\$ 13,500</b>
<b>Total lump sum for Concept:</b>	<b>\$Excluded</b>
Benchmarking analysis	Included
Conceptual options	Excluded
<b>Total lump sum for SD:</b>	<b>\$ 3,500</b>
Develop SD estimate per schedule	\$ 3,500
SD edit & reconcile	Excluded
<b>Total lump sum for DD:</b>	<b>\$ 5,000</b>
Develop DD estimate per schedule	\$ 5,000
DD edit & reconcile	Excluded
<b>Total lump sum for CD:</b>	<b>\$ 5,000</b>
Develop CD estimate per schedule	\$ 5,000

Note we have based the above fees based on a range of rough ECC of \$7-10 Million

Add alternates

Life cycle cost ECM report	TBD
Ve allowance for all phase t & m draw down	\$ 3,000

CONSTRUCTION COST & RISK CONSULTANTS  
ONE BEACON STREET, FLOOR 15, BOSTON, MA 02108, TEL 617-913-4345

[www.dharamconsulting.com](http://www.dharamconsulting.com)

Cost management estimating as outlined - 3 Weeks for completion (From confirmation/phase)

Task 1# Develop SD estimate per schedule

Task 2# SD edit & reconcile

Task 3 # DD estimate phase, REC & VE

Task 4# CD Estimate phase, REC

#### Add Alts

LCCA ECM Report (Presently excluded)

Ve allowance for all phase t & m draw down

Our services will generally include the following.

- Fully detailed estimates which are commensurate with the level of detail provided in the drawings and specifications. Where design information is incomplete, or options are still in play we will work with the design team to agree on budget allowances or provide additional detail and include this in the estimate to ensure that the total cost of construction is reflected in our published cost estimates. Documents will be in Uni-Format and at later phases in CSI summary if required.
- Commentary on pricing levels within our estimate related to 'target allowances' and to the corresponding confidence levels of achieving those budgets (Good, Moderate, or Low) to inform recommended levels of design contingency and residual risk.
- Solicited pricing from appropriate local vendors.
- We will review information from surveys and reports, perform site inspections as needed to understand the conditions, and research comparable pricing of local and similar national projects.
- An estimate format will be reviewed with the team and agreed upon prior to its development. We will provide two (2) revisions to the estimate as needed for corrections or clarification.
- Participation in design, project team and cost control meetings throughout the project design schedule. We will provide value engineering support (as identified) and we will balance the budget, after each estimate is issued. We will suggest design and construction alternatives as appropriate.
- Reconciliation of the estimate with the Construction Manager or other third party, and attend meetings as required during estimating and reconciliation period for design development.

We assume we will be provided with electronic copies of all relevant documentation together with 3D models and up to two hard copy half size sets if we request them at no extra cost.

**CONSTRUCTION COST & RISK CONSULTANTS**  
ONE BEACON STREET, FLOOR 15, BOSTON, MA 02108, TEL 617-913-4345  
[www.dharamconsulting.com](http://www.dharamconsulting.com)

Any other services required will be billed at our standard charge out rates which are typically,

Director	\$245 /hr.
Senior Associate	\$190/hr.
Associate	\$170/hr.
Senior Consultant	\$135/hr.
Consultant	\$120/hr.

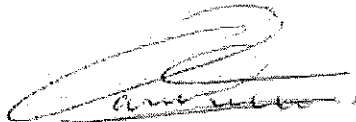
This fee proposal is valid for 30 days. Our work output will be issued electronically in typical standard word, excel or PDF based documents.

Should this proposal be acceptable we will require written permission to proceed prior to any work being carried out prior to a formal contract document being issued.

Should you require references from our current or past clients we can provide those upon request.

We very much look forward to the opportunity of working with you on this exciting project. Please do not hesitate to contact us if you require additional information.

Sincerely

A handwritten signature in black ink, appearing to read 'Owain Jones', with a stylized flourish above the name.

Owain Jones  
Director

Cost management estimating as outlined - 3 Weeks for completion (From confirmation/phase)

Task 1# Develop SD estimate per schedule

Task 2# SD edit & reconcile

Task 3 # DD estimate phase, REC & VE

Task 4# CD Estimate phase, REC

Add Alts

LCCA ECM Report (Presently excluded)

Ve allowance for all phase t & m draw down

PROJECT NAME: Brookline High School - Cost Estimating Services

RE: PROPOSAL TO PROVIDE Cost Management and Estimating Services - As outlined

SUBMITTED this 28th day of November 2023.

BY: Owain Jones for Dharam Consulting

The Proposal dated November 28th, 2023, attached here to and the Dharam Consulting LLC. Terms and Conditions, comprise the entire agreement between Dharam Consulting LLC and the CLIENT.

ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

BY:

(Authorized Representative's Signature on Behalf of The CLIENT)

NAME: (Print or Type)

TITLE: (Print or Type)

FOR:

Stephen Holland, P.E. (MA)  
Enclosure Consultant  
1380 Soldiers Field Road  
Boston, MA 02135  
Direct 857-365-6100

Please address invoices to:	Please address deliverables and notices to: Same as invoices: Yes/No, address to:
ATTN:	ATTN:

**CONSTRUCTION COST & RISK CONSULTANTS**  
ONE BEACON STREET, FLOOR 15, BOSTON, MA 02108, TEL 617-913-4345  
[www.dharamconsulting.com](http://www.dharamconsulting.com)

November 27, 2023

Mr. Stephen Holland, P.E. (MA)  
Enclosure Consultant  
LeMessurier  
1380 Soldiers Field Road  
Boston, MA 02135

Reference: Hazardous Materials Consulting Services  
Brookline High School Tunnel Waterproofing Repair Project

Dear Mr. Holland:

Thank you for the opportunity for Universal Environmental Consultants (UEC) to provide professional services.

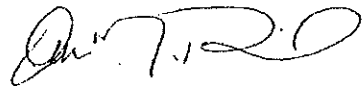
We are pleased to submit our proposal for Hazardous Materials Consulting Services at the Brookline High School Tunnel Waterproofing Repair Project.

Should this proposal meet with your approval, kindly execute, and return the enclosed proposal.

Please do not hesitate to contact us if you have any questions.

Very truly yours,

Universal Environmental Consultants



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Ammar M. Dieb  
President

UEC:\proposals\IDM\LeMessurier-Brookline High School-DM.DOC

Enclosure

**PROPOSAL  
FOR  
HAZARDOUS MATERIALS CONSULTING SERVICES  
AT  
BROOKLINE HIGH SCHOOL  
TUNNEL WATERPROOFING REPAIR PROJECT**

UEC shall provide the following services.

**SCOPE OF SERVICES:**

**TASK I (Hazardous Materials Design Services):**

- A. Prepare Hazardous Materials sections.
- B. Prepare addenda and provide any additional information required during the bid period.

**TASK II (Asbestos Construction Monitoring and Air Sampling Services):**

- A. UEC designer will review submittals provided by the contractor.
- B. UEC designer will prepare a Site-Specific Design per AHERA guidelines.
- C. UEC project manager will attend a pre-construction conference prior to start of work.
- D. UEC project monitor will provide on-site asbestos abatement and building demolition project monitoring and observe the contractor's practices and procedures during the removal process.
- E. UEC project monitor will collect and analyze air samples in accordance with Federal and State regulations as follows:
  - ◆ Background air samples by Phase Contrast Microscopy (PCM) prior to the commencement of abatement activities in each area to establish the ambient levels of airborne fibers.
  - ◆ General area air samples by PCM during abatement activities both inside and outside abatement work areas to verify airborne fiber levels do not exceed required limits.
  - ◆ Clearance air samples by PCM and Transmission Electron Microscopy (TEM) as required by Federal and State regulations. PCM samples will be collected and analyzed on-site and TEM by a licensed laboratory in accordance with 40 CFR 763.as required by Federal and State regulations.
- F. Produce a final report, including daily logs and sample results based on AHERA guidelines.

**FEES FOR SERVICES:**

**TASK I (Hazardous Materials Design Services):**

Lump Sum Fee of \$ 1,500.00

**TASK II (Asbestos Construction Monitoring and Air Sampling Services):**

Fees will be on a time charge basis that includes labor, overhead, expenses and profit with an estimated fee:

Submittals Review	\$ 400.00
Site Specific Design	\$ 300.00
Pre-Construction Meeting	\$ 300.00
Per shift (regular time)	\$ 400.00
Per shift (overtime, weekends)	\$ 600.00

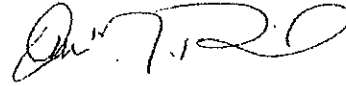
Project Manager (per hour)	\$ 115.00
Per PCM Air sample	\$ 20.00
Per TEM Air sample	\$ 100.00
Final Report	\$ 400.00

The estimated fee for Task II	\$ 9,800.00
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**PAYMENT:**

UEC will submit one invoice. Invoice shall be paid within ten (10) days from client's receipt of payment from the owner, but not more than ninety (90) days. This proposal is subject to UEC Standard Agreement and Payments Terms and Conditions.

Proposal Authorized By:



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Ammar M. Dieb  
President

Proposal Accepted by:

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

Mr. Stephen Holland, P.E. (MA)  
Enclosure Consultant  
LeMessurier  
1380 Soldiers Field Road  
Boston, MA 02135