

**CONTRACT FOR PROJECT MANAGEMENT SERVICES
AMENDMENT NO. 5**

WHEREAS, the Town of Brookline (“Owner”) and LEFTFIELD, LLC, (the “Owner’s Project Manager”) (collectively, the “Parties”) entered into a Contract for OPM Services for the Driscoll Elementary School on March 25, 2019, “Contract”; and

WHEREAS, the scope of this work is summarized in the attached DM Berg letter proposal, dated November 17, 2020, for Independent Structural Engineering Review and SLS Fire, Inc.’s letter proposal, dated November 19, 2020 for Fire Protection/Life Safety Third Party Review Services; and

WHEREAS, Contract amendment No. 1 was approved by the Town of Brookline on January 3, 2020; and

WHEREAS, Contract amendment No. 2 was approved by the Town of Brookline on April 8, 2020; and

WHEREAS, Contract amendment No. 3 was approved by the Town of Brookline on July 8, 2020; and

WHEREAS, Contract amendment No. 4 was approved by the Town of Brookline on July 8, 2020; and

WHEREAS, effective as of December 8, 2020, the parties wish to amend the contract, as amended:

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

1. The Owner hereby authorizes the Owner’s Project Manager to hire DM Berg to perform an Independent Structural Engineering Review for \$3,960.00 and SLS Fire, Inc. to perform Fire Protection/Life Safety Third Party Review Services for \$7,810.00 the Driscoll Elementary School for the total amount of \$11,770.00, pursuant to the terms and conditions set forth in the Contract, as amended.
2. For the performance of services required under the Contract, as amended, the Owner’s Project Manager shall be compensated by the Owner in accordance with the Fee for Basic Services shown below:

Fee for Basic Services	Original Contract	Previous Amendments	Amount of This Amendment	After This Amendment
Schematic Design Phase:	\$34,015	\$0	\$ 0	\$ 34,015
Design Development Phase:	\$ 0	\$ 429,575	\$ 0	\$ 429,575
Construction Documents Phase:	\$ 0	\$ 524,441	\$ 0	\$ 524,441
Bidding Phase:	\$ 0	\$ 188,436	\$ 0	\$ 188,436

Driscoll School Project
Town of Brookline, MA

Construction Phase:	\$ 0	\$ 1,989,628	\$ 0	\$ 1,989,628
Completion Phase:	\$ 0	\$ 50,010	\$ 0	\$ 50,010
Advertising & Printing	\$ 0	\$ 588.59	\$ 0	\$ 588.59
Reimbursable Services	\$ 0	\$ 27,500.00	\$ 11,770.00	\$ 39,270.00
Cost Estimates	\$ 0	\$ 42,900.00	\$ 0	\$ 42,900.00
Total Fee	\$34,015.00	\$3,253,078.59	\$ 11,770.00	\$3,264,848.59

This Amendment is for Third Party Review Services as required by the MA State Building Code.

3. The Construction Budget shall be as follows:

Original Budget: \$ 92,909,563
Amended Budget: \$92,791,890

4. The Project Schedule shall be as follows:

Original Schedule: (Building; Site) January 2023; August 2023
Amended Schedule: _____

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

IN WITNESS WHEREOF, the Owner, with the prior approval of the Town of Brookline, and the Owner's Project Manager have caused this Amendment to be executed by their respective authorized officers.

OWNER:
TOWN OF BROOKLINE

OWNER'S PROJECT MANAGER:
LEFTFIELD, LLC

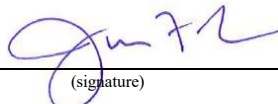
(print name)

James F. Rogers, Jr.
(print name)

(print title)

Principal
(print title)

By: _____
(signature)

By: 
(signature)

Date: _____

Date: December 8, 2020



December 8, 2020

Mr. Tony Guigli
Project Manager
Town of Brookline
Building Department
333 Washington Street
Brookline, MA 02445

Re: Michael Driscoll School Project
Proposed Fee for Structural Engineering and Fire Protection/Life Safety Third-Party
Review Services – OPM Contract Amendment No. 5

Dear Mr. Guigli:

LEFTFIELD's fee proposal for managing and providing the code-required Independent Structural Engineering Review and the Fire Protection/Life Safety Review Services is as outlined below. The fee proposal is supported by the attached proposals from DM Berg Consultants and SLS Fire, Inc., respectively.

<u>Consultant</u>	<u>Task</u>	<u>Fee</u>	<u>LeftField</u>	<u>Total</u>
DM Berg	Structural Engineering Review	\$3,600	\$360	\$ 3,960
SLS Fire, Inc.	Fire Protection/Life Safety Review	\$7,100	\$710	\$ 7,810
Total:				\$11,770

The fees will be transferred from the Owner’s Contingency Budget Line to the “OPM Reimbursable Services” Budget Line. Both DM Berg Consultants and SLS Fire, Inc. will be under LeftField’s management and will provide the independent services required under the Massachusetts State Building Code, 9th edition, MGL 780 CMR. Fee proposals were sought for these services and the lowest, responsible respondent was selected for each task. All services will be completed prior to completing the Construction Documents.

main: 617-737-6400 fax: 617-217-2001
225 franklin street, 26th floor, boston, ma 02110

owner project manager
owner representative construction audits
cost forecasting **capital budgeting**

We intend to bill as a lump sum as invoices are received from the consultants. The scope of OPM services for the tasks indicated will be provided for the fee indicated and will be as defined by Article 8 - Basic Services in the Contract for Project Management Services.

Additional Services

Extra Services are as defined in Article 9 of the Contract at the hourly rates provided in the contract, which may be adjusted annually in January of each year.

The Owners Project Manager shall be reimbursed for all other related additional costs, at cost plus ten percent (10%). No additional services will be provided without written authorization in advance of the work.

Reimbursable Expenses

All reimbursable expenses (i.e. communication, printing, travel, ordinary office supplies) are included in the above lump sum prices.

We look forward to continuing to work with the Town of Brookline on the Michael Driscoll School.

Sincerely,



James F. Rogers



DM BERG CONSULTANTS, P.C.
SERVING THE INDUSTRY SINCE 1963

CONSULTING ENGINEERS
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www.dmberg.com

STATUS:

AN AGREEMENT FOR THE PERFORMANCE OF PROFESSIONAL SERVICES
INDEPENDENT STRUCTURAL ENGINEERING REVIEW

CLIENT: Leftfield Project Management, LLC
225 Franklin Street
Boston, MA 02110
Attn: Ms. Jen Carlson

DATE: November 17, 2020

PROJECT NAME/LOCATION: Driscoll School
Brookline, Massachusetts

SCOPE/INTENT AND EXTENT OF SERVICES: Independent Structural Engineering Review performed in accordance with the Massachusetts State Building Code, Ninth Edition, Section 105.9 for a four-story plus basement school. Phase 1: Initial peer review on 90% set; Phase 2: Final peer review on complete 90% set.

FEE ARRANGEMENT: For Basic Services included in Exhibit A: Phase 1: \$2,400; Phase 2: \$1,200, for a Total Fee of \$3,600.00.

RETAINER AMOUNT: Zero

SPECIAL CONDITIONS: At no time shall it be construed that DM Berg Consultants, P.C. is supplanting, or joining with, the Structural Engineer of record in his or her professional responsibility for the design of the Primary Structural System.

PREPARED BY:

The Terms and Conditions on the next page are a part of this Agreement.

Ali R. Borojerdi, P.E., LEED AP/Vice President

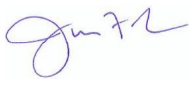
(printed name/title)

OFFERED BY:

ACCEPTED BY:



(signature)



(signature) (date)

Ali R. Borojerdi, P.E., LEED AP/Vice President

(printed name/title)
DM BERG CONSULTANTS, P.C.

(Engineer)

(printed name/title)

(Client)

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DM BERG CONSULTANTS, P.C. – TERMS AND CONDITIONS

SCOPE OF SERVICES: Engineer, as representative of Client, shall perform the Basic Services described in the attached Proposal. Engineer makes no warranty, either expressed or implied, as to Engineer's findings, recommendations, plans, specifications, or professional advice. Engineer will perform the services pursuant to generally accepted standards of practice in effect at the time of performance. Services provided by Engineer under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

If Engineer's Proposal includes the performance of On-Site Observation services, then: Engineer shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of Contractors' work and to determine if the work is proceeding in general accordance with the structural drawings and specifications prepared by Engineer. Client has not retained Engineer to make detailed inspections or to provide exhaustive or continuous project review and observation services. Engineer shall not, during such visits or as a result of any observations of construction, supervise, direct or have control over Contractors' work nor shall Engineer have authority over or responsibility for the equipment, means, methods, techniques, sequences, or procedures of construction selected by Contractors or health and safety precautions and programs incident to the work of Contractors or any failure of Contractors to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractors furnishing and performing their work. Engineer does not guarantee the performance of the construction contract by Contractors and does not assume responsibility for Contractors' failure to furnish and perform their work in accordance with the drawings and specifications.

If Engineer's Proposal includes the Review of Contractors' Submittals, then: Engineer shall review shop drawings, samples, and other data which Contractors are required to submit, but only for the limited purpose of checking for conformance with the structural design concept of the Project and compliance with the information given in the structural drawings and specifications. Such review or other actions shall not extend to accuracy or completeness of details, erection aids, quantities, dimensions, weights or gauges, fabrication processes, coordination with other trades, equipment, means, methods, techniques, sequences or procedures of manufacture (including the design of manufactured products) of construction, or to health and safety precautions and programs incident thereto. Engineer's review or other actions, as described above, shall not constitute approval of an assembly or product of which an item is a component, nor shall it relieve Contractors of (a) their obligations regarding review and approval of any such submittals; and (b) their exclusive responsibility for the equipment, means, methods, sequences, techniques and procedures of construction, including safety of construction. Engineer's review shall be conducted with reasonable promptness while allowing sufficient time in Engineer's judgment to permit adequate review. Engineer shall not be responsible for any deviations from the Contract Documents not highlighted in writing to Engineer from Contractor. Engineer shall not be required to review partial submissions, incomplete submissions, submittals that are grossly incorrect or non-responsive, submittals for which submissions of correlating items have not been received, or submittals not reviewed and approved by Contractor. If a submittal is not duly acceptable after its second submission, the client shall be responsible for all increased costs including, without limitation, for increased professional fees based on rates per our fee schedule.

HAZARDOUS MATERIALS: It is acknowledged by both parties that Engineer's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Engineer or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of Engineer's services, Engineer may, at his option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

OWNERSHIP OF DOCUMENTS: All documents produced by Engineer under this Agreement shall remain the property of Engineer and may not be used by this Client for any other purpose without the written consent of Engineer.

DISPUTE RESOLUTION: Any claims or disputes made during design, construction, or post-construction between Client and Engineer shall be submitted to non-binding mediation.

FFC: Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. 2020 rates are as follows:

Principal; \$220 per hour	Project Engineer; \$150 per hour
Senior Associate; \$190 per hour	Staff Engineer; \$130 per hour
Associate; \$175 per hour	Draftsperson; \$120 per hour
Production Principal; \$175 per hour	Non-Technical; \$50 per hour

REIMBURSABLE EXPENSES: Reimbursable expenses shall be billed at one-point-two (1.2) times Engineer's actual expense. Reimbursable expenses include but are not limited to: reproduction; shipping; photographs; parking; tolls; mileage; hotel; travel; and meals.

CHANGES OR DELAYS: Unless the accompanying Proposal provides otherwise, the proposed fees constitute Engineer's estimate to perform the services required to complete the Project. Required services often are not fully definable in the initial planning; accordingly, developments may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made. An Additional Services Contract will be submitted to Client. No additional services will be performed by Engineer without written authorization from Client.

Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by Client's failure to provide specified facilities, direction, or information, or if Engineer's failure to perform is due to any act of God, labor trouble, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure, or interruption or any other cause beyond the reasonable control of Engineer. Temporary work stoppage caused by any of the above may result in additional cost beyond that outline in the accompanying Proposal.

BILLINGS/PAYMENTS: Invoices for Engineer's services shall be submitted at Engineer's option, either upon completion of such services or on a periodic basis. Invoices are due upon receipt. If the invoice is not paid within thirty (30) days, Engineer may, without waiving any claim or right against Client, and without liability whatsoever to Client, terminate the performance of the service and/or withhold the structural construction control affidavit and/or the final construction control affidavit until the full invoiced payments to date are received. In the event any portion or all of an account remains unpaid 90 days after billing, Client shall pay all costs of collection, including reasonable attorney's fees.

LATE PAYMENTS: Accounts unpaid thirty (30) days after the invoice date may be subject to a monthly service charge of 1.5 percent on the then unpaid balance (18.0 percent true annual rate), at the sole election of Engineer. In the event any portion or all of an account remains unpaid ninety (90) days after billing, Client shall pay all costs of collection, including all reasonable attorney fees.

MUTUAL INDEMNIFICATION: Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless Client, its officers, directors, and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs to the extent caused by Engineer's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Engineer is legally liable.

Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Engineer, its officers, directors, employees, and subconsultants (collectively, Engineer) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors, or consultants or anyone for whom Client is legally liable.

Neither Client nor Engineer shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

CERTIFICATIONS: Engineer shall not be required to execute any document that would result in its certifying, guaranteeing, or warranting the existence of conditions whose existence Engineer cannot ascertain.

TERMINATION OF SERVICES: Either Client or Engineer may terminate this Agreement at any time with or without cause upon giving the other party seven (7) calendar days prior written notice. Client shall within thirty (30) calendar days of termination pay Engineer for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this Agreement.

APPLICABLE LAWS: This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

LIMITATION OF LIABILITY: To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents and subconsultants, and any of them, to Client and anyone claiming by, through or under Client, for any and all claims, losses, costs, or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of Engineer or Engineer's officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total compensation received by Engineer under this Agreement, the total amount of \$50,000 (whichever is greater), or another amount agreed upon when added under Special Conditions.

Exhibit A - Summary of Services

This is an exhibit attached to and made part of the Agreement dated November 17, 2020 between **DM Berg Consultants, P.C.** (Project Peer Reviewer) and **Lefffield Project Management, LLC** (Client) for the project known as Driscoll School, Brookline, MA.

The services of the Project Peer Reviewer (PPR) for this proposal include those indicated below. See Agreement for further details.

Basic Services	Included	Not Included	Remarks
I. DESIGN DEVELOPMENT Review design concept as shown on preliminary foundation and framing layout drawings.		x	
II. DESIGN LOAD CRITERIA Review and confirm that the loads used conform with the applicable Code requirements.			
A. Gravity Loads:			
1. Live Loads	x		
2. Dead Loads	x		
3. Special Loads		x	
a. Elevators		x	
b. Cranes		x	
c. Mechanical Equipment		x	
d. Other		x	
B. Lateral Loads:			
1. Wind Loads	x		
2. Seismic Loads	x		
3. Special Loads		x	
a. Elevators		x	
b. Cranes		x	
c. Mechanical Equipment		x	
d. Other		x	
III. LATERAL LOAD RESISTING SYSTEM Identify and categorize type of lateral load resisting systems.	x		
IV. LOAD PATHS Review load paths for gravity and lateral loads from origins to foundations.	x		
V. STRUCTURAL MEMBERS AND ASSEMBLIES Review a representative number of structural elements (columns, beams, bracing, etc.)	x		10% to 20%
VI. REVIEW OF CONNECTIONS Review a representative number of connections (moment connections, framed connections, bracing connections, etc.)			Only those shown by the SER. 10% to 20%
A. Review type of connection for compatibility with design intent (slip critical connections, connections with slotted holes, Type 1. - "rigid frame" construction, Type 2. - "simple framing" constructions, etc.)	x		
B. Review a representative number of connections for structural members and assemblies.	x		

Basic Services	Included	Not Included	Remarks
VII. REVIEW OF FOUNDATION ELEMENTS			
A. Review geotechnical report for confirmation of type of proposed foundation elements.	x		Only when a Geotechnical Report was prepared.
B. Review a representative number of foundation elements for load capacity.	x		10% to 20%
VIII. REVIEW OF SPECIAL REQUIREMENTS Review documents or architectural and other engineering disciplines for potential special load or framing requirements.		x	
IX. REVIEW SPECIFICATIONS Review specifications for implementation of design materials.	x		
X. IDENTIFY POTENTIAL PROBLEMS Review plans and specifications and try to identify any precautions which should be taken during construction to guard against any temporary instabilities. Responsibility under this item shall be to attempt to identify potential problems; not to present solutions. Examples of the intent include, but are not limited to: bracing of masonry wall construction, underpinning sequences, erection sequences, etc.		x	
XI. REPORT			
A. Provide written report of findings to Owner. In order to limit the extent of the written report, the PPR might have fairly frequent contact with the Structural Engineer of Record (SER) to exchange points of view and suggest nominal changes.	x		
B. Meet with the Building Department Official once to review findings.		x	

INFORMATION REQUIRED BY PPR:

1. Geotechnical Report.
2. Contract Drawings and Specifications appropriate for services included.
3. SER calculations as needed.

ALI R. BOROJERDI, PE, LEED AP

VICE PRESIDENT

aborojerdi@dmberg.com

• EDUCATION

Master of Science Degree
in Civil Engineering (1986)
University of Minnesota
Minneapolis, Minnesota

Bachelor of Science Degree
in Structural Engineering
(1976)
Sharif University of
Technology
Tehran, Iran

• PROFESSIONAL MEMBERSHIPS

American Society of Civil
Engineers
Boston Society of Civil
Engineers
Boston Association of Structural
Engineers
National Council of Examiners
for
Engineering and Surveying
Structural Engineers Association
of Massachusetts

• LANGUAGES

English
Farsi
French

• REGISTRATIONS

Massachusetts
Connecticut
New Hampshire
Maine
New Jersey
New York

Ali Borojerdi serves as Vice President and Treasurer of the firm. Mr. Borojerdi graduated from the University of Minnesota and holds a Master of Science Degree in Civil Engineering. He is a licensed professional engineer in several states and has over 32 years of varied experience in the field of structural engineering in all phases of design and project management.

Mr. Borojerdi has worked on various structures including: educational facilities; office, residential, and commercial buildings; parking garages; hospitals; athletic facilities; maintenance facilities; and wastewater treatment structures. Ali's work experience includes, but is not limited to: Structural analysis and design; Investigation and reporting; Distress and failure investigation and analysis; and Independent structural engineering review.

Sampling of Projects:

University of New England, Biddeford, Maine

The project consists of new 3-story steel framed student center with an approximate area of 60,000 Sq. Ft.

Frank J. Manning Apartments, Cambridge, Massachusetts

Renovation and additions to this 19-story concrete frame building.

LCB Residences in Connecticut, Massachusetts, and New Hampshire

All phases of design services for 3-story steel framed assisted living and elderly residences with an average area of 70,000 Sq. Ft. each.

The Foundry, Providence, Rhode Island

Total renovation of 6-story mill building into 198 residential units and retail space.

The Watch Factory, Waltham Massachusetts

Rehabilitation/reuse of this historic complex on the Charles River. The 400,000 SF complex transformed into a mix of offices, loft-style apartments and retail uses with riverfront amenities. An enclosed pedestrian bridge was added to connect tenant spaces.

Taunton High School and Parker Elementary School, Taunton, Massachusetts

All phases, including feasibility study, provided for the 489,000 sq.ft. of renovation/addition and about 64,000 sq.ft. of new construction for the Town of Taunton's expanding school population.

The Penmark (Harrison Commons), Boston, Massachusetts

Designed and managed the renovation of the former five-story Boston College High School to create interior space to be used for luxury loft condominiums. One goal was to maintain the exterior façade and roof of the building for historic preservation concerns.

The Ocean Club, Revere, Massachusetts

Structural design for this 13-story "resort-style" building located on Ocean Drive in Revere Beach, with 242-units.

Tufts University Parking Garage, Medford, Massachusetts

Structural design of a 7-story building on the Medford portion of the main campus involving new construction of six levels of parking (210,000 s.f., 510 spaces) and one level of office space (32,000 s.f.)



CONSULTING ENGINEERS

100 Crescent Road, Suite 1A

Needham, MA

02494-1457

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2020

DM BERG CONSULTANTS, P.C.

LIST OF THE MOST RECENT PEER REVIEW PROJECTS

Shaw Elementary School, Millbury, MA

Sharon High School, Sharon, MA

Rockland Elementary School, Rockland, MA

Easton Early Elementary School, Easton, MA

Dennis Yarmouth Middle School, South Yarmouth, MA

Maria Weston Chapman Middle School, Weymouth, MA

Sunita L. Williams Elementary School, Needham, MA

Durfee High School, Fall River, MA

Needham High School Classroom Expansion, Needham, MA

Needham Public Safety Headquarters, Needham, MA

Bridgewater High School, Bridgewater, MA

Danvers High School, Danvers, MA

Wayland High School, Wayland, MA

Barstow Village, Hanover, MA

Brookline Bank, Brookline, MA

The First Church of Christ, Scientist, Boston, MA

EF – Education, Cambridge, MA



1 Lincoln St, 24th Floor
Boston, Massachusetts, 02111

FIRE PROTECTION/LIFE SAFETY PROPOSAL: THIRD PARTY REVIEW SERVICES

PROJECT LOCATION:

64 Westbourne Terrace
Brookline, MA

PREPARED FOR:

LeftField Project Management, LLC

ATTENTION:

Jen Carlson

DATED:

11/19/2020

SLS No.: SLSBOS9000.30

I. INTRODUCTION

LeftField Project Management, LLC has requested the services of SLS Consulting to provide 3rd party review services for the project located at 64 Westbourne Terrace in Brookline, MA. SLS Consulting is an approved third-party reviewer for the Town of Brookline and has been requested to provide the following services:

- Tier One FP & FA system review
- Tier One NFPA 241 Plan review
- Tier Two FP & FA system review
- Tier Three FP & FA system review and testing

II. BASE SCOPE OF SERVICES

SLS proposes the following scope of services to the Client:

A. Consulting Scope of Services

1. Tier One:
 - a. FP/FA Plan Review
 - i. Review the fire suppression and fire alarm system design drawings (i.e. permit set) for conformance with 780 CMR and 527 CMR, including referenced standards (e.g. NFPA 13 and NFPA 72).
 - ii. Provide comments back to the design team indicating any code-compliance issues.
 - iii. Attend a conference call with the team to clarify comments, if needed.
 - iv. Ensure comments are adequately addressed in one (1) subsequent review following comment incorporation.
 - v. Author and transmit a final acceptance letter and the approved design drawings to Brookline Fire.
 - b. NFPA 241 Review:
 - i. Review the NFPA 241 Construction Fire Safety Plan authored by others.
 - ii. Provide comments back to the contractor indicating code-compliance issues.
 - iii. Attend a conference call with the team to clarify comments, if needed.
 - iv. Ensure comments are adequately addressed in one (1) subsequent review following comment incorporation.
 - v. Include acceptance of the plan in the acceptance letter to Brookline Fire along with the Tier One set.

2. Tier Two:
 - a. FP/FA Plan Review
 - i. Review the fire suppression and fire alarm system shop drawings for conformance with 780 CMR and 527 CMR, including referenced standards (e.g. NFPA 13 and NFPA 72). Shop drawings shall include plans, calculations, equipment submittals, and others as required by 780 CMR Section 901.2.1
 - ii. Provide comments back to the design team indicating any code-compliance issues.
 - iii. Attend a conference call with the team to clarify comments, if needed.
 - iv. Ensure comments are adequately addressed in one (1) subsequent review following comment incorporation.
 - v. Author and transmit a final acceptance letter and the approved design drawings to Brookline Fire.
3. Tier Three:
 - a. FP/FA Review
 - i. Review the fire alarm and fire protection system tier three drawings for conformance with 780 CMR and 527 CMR, including referenced standards (e.g. NFPA 72 and NFPA 13).
 - ii. Attend one (1) site visit to conduct acceptance test of the fire alarm and fire protection system.
 - iii. Provide comments back to the design team indicating any code-compliance issues as a result of the drawing review or acceptance test.
 - iv. Ensure comments are adequately addressed in one (1) subsequent review following comment incorporation.
 - v. Author and transmit a final acceptance letter and the approved system and as-built drawings to Brookline Fire.

B. Additional Scope of Services

Based on SLS's role associated with general consulting services; additional services for comprehensive and specific fire engineering and building code consulting may be required. Such services may include re-reviews of submittals, drawing packages, reports, etc. Design of fire protection systems and/or authoring of the NFPA 241 plan, while available, is explicitly excluded from this proposal. If additional services are required to be provided, a cost proposal and detailed scope of services will be presented to the client for review and approval prior to proceeding.

C. Client Responsibilities

For SLS to complete the proposed scope of services, LeftField Project Management, LLC will be subject to the following responsibilities:

1. Provide electronic access to project drawings and relevant project reports; and
2. Coordinate meetings, working sessions, site walks and inspections.

III. PROFESSIONAL FEES & EXPENSES

The scope of services outlined in this proposal will be provided to client based on the following breakdown:

BASE SCOPE OF SERVICES (as referenced in Item II above – broken down below):	\$7,100
Tier One	
FA/FP Plan Review	\$2,200
NFPA 241 Plan Review	\$500
Tier Two FP/FA Plan Review	\$2,200
Tier Three FP/FA Plan Review	\$2,200

IV. TERMS AND CONDITIONS & ACCEPTANCE

The terms set forth in this Proposal, the Scope(s) of Service(s), and the Professional Fees & Expenses attached hereto or included herein, and any other attached exhibits, if any, are subject to the Consultant's General Terms and Conditions as found in AIA C401 "Architect Consultant Agreement"

Either the Client's signature of this Proposal, or the Client's payment of any sum due according to this Proposal, shall constitute the Client's full acceptance of this Proposal, any attachment hereto, and the General Terms and Conditions governing this Proposal. Once this Proposal has been accepted by the Client as specified in the immediately preceding sentence, this Proposal with any attachment or exhibit hereto, the Scope(s) of Service(s), and the Professional Fees & Expenses attached hereto or included herein, together with and subject to the Consultant's General Terms and Conditions, shall become the full and binding Agreement between the Parties.

By accepting this Proposal, Client acknowledges and understands that:

- I. In signing or otherwise accepting this Proposal, Client affirmatively represents that it has read and understood Consultant's General Terms and Conditions;
- II. Client is solely responsible for reading and understanding Consultant's General Terms and Conditions, which are binding on the Parties; and
- III. Consultant would not have entered into any agreement with Client but for Client's reading, understanding, and acceptance of the Consultant's General Terms and Conditions.

By signing below, the Parties explicitly accept the terms of this Proposal, and agree to be legally bound by all terms and conditions of this Agreement, including any attachment or exhibit hereto, the Base Scope of Work & Fee Breakdown, and the General Terms and Conditions.

This Agreement is entered into by the Parties as of this ____ day of _____, 20____ (the "Effective Date").

INFORMED CONSENT OF OWNER

I HAVE READ AND UNDERSTOOD ALL THE TERMS CONTAINED IN THIS PROPOSAL, IN ANY ATTACHMENT HERETO, AND IN THE APPLICABLE GENERAL TERMS AND CONDITIONS. I HAD TIME AND OPPORTUNITY TO CONSULT WITH MY ATTORNEY BEFORE ENTERING INTO THIS AGREEMENT. I FREELY AND WILLINGLY AGREE TO ALL THE TERMS CONTAINED IN THIS PROPOSAL, ANY ATTACHMENT HERETO, AND THE APPLICABLE GENERAL TERMS AND CONDITIONS.

Owner: _____

By:  _____

Name:
Title:

Consultant: SLS Fire

By:  _____

Eric Montplaisir, P.E.
Principal Fire Protection Engineer

SLS No. SLSBOS9000.30