

✓ 8-27-00

Standard Form of Agreement Between Owner and Architect for Special Services

AIA Document B727 (modified version) - Electronic Format

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AGREEMENT

made as of the 7th day of August in the year Two Thousand and two.

BETWEEN the Owner:

Town of Reading, acting by and through the
Reading School Building Committee
82 Oakland Road
Reading, MA 01867

and the Architect:

FLANSBURGH ASSOCIATES, INC.
77 North Washington Street
Boston, MA 02114

For the following Project:

Schematic Design for the comprehensive renovation of Reading Memorial High School

The Owner and the Architect agree as set forth below.

AIA DOCUMENT B727 - OWNER-ARCHITECT AGREEMENT - 1988 EDITION - AIA - COPYRIGHT 1988 - THE AMERICAN INSTITUTE OF ARCHITECTS 1735 NEW YORK AVENUE N.W., WASHINGTON D.C., 20006-5292.; Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced without violation until the date of expiration as noted below.

9.2.5 The Architect hereby certifies that it has internal accounting controls as required by subsection (c) of section thirty-nine R of chapter thirty and that the Architect filed and will continue to file a reviewed financial statement as required by subsection (d) of said section thirty-nine R. (Statutory references: M.G.L. c.7, s.38H(e)(iv) and M.G.L. c.50, s.39R.)

9.3 – Professional Liability Insurance

The Architect shall at its own expense obtain and maintain an industry standard Professional Liability Insurance policy in a minimum amount of One Million Dollars (\$1,000,000) The coverage shall be in force from the time of the Agreement to the date when all construction work designed under the contract is completed and accepted by the Owner. If, however, the policy is a claims made policy, it shall remain in force for a period of six (6) years after substantial completion. Since this insurance is normally written on a year-to-year basis, the Architect shall notify the Owner should coverage become unavailable, and the Architect and Owner shall negotiate a Basic Services fee adjustment if coverage is no longer available at the time of execution of this Agreement and annually thereafter until the obligation to carry such insurance for the period noted above has expired. Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Agreement. Any cancellation of insurance whether by the insurers or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Owner at least thirty days prior to the intended effective date thereof, which date should be expressed in said notice.

9.4 – Valuable Papers Insurance

The Architect shall maintain insurance in sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data related to the Work covered by this Agreement in event of loss or destruction regardless of where the papers are kept until the final fee payment is made and all data is turned over to the Owner as provided herein.

9.5 – Schedule

The Architect shall commence performance of Basic Services on or before June 15, 2002 and shall complete performance of Basic Services according to the schedule included in the RFP and all services on or before June 15, 2002. *to 3/15*

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

OWNER

[Signature]
(Signature)
Christine School Building
TOWN OF READING
(Print name and title)

ARCHITECT

[Signature]
(Signature)
David S. Soleau, AIA
President

[Signature]
(Signature)
Kathleen M. Brannelly, FSMPS
Executive Vice President

- AM felt that the revised draft was much improved over the first one, but wondered if the scope of work was sufficiently described to avoid large cost items that might appear from overlooked areas. He specifically asked if the contract offered enough protection for the Committee against errors and omission in the areas of hazardous material review and geotechnical engineering, two areas specifically excluded from the architect's liability coverage. Sid Bowen answered that it was the nature of renovations to have unforeseen costs appear as the project goes forward, due to the fact that all necessary "fixes" to all components of the building could not be known until all those components were uncovered. The amounts given in the contract for work that was needed to identify what systems should be fixed were a best estimate.
- AM clarified that he wanted to know was if it was reasonable to require the Committee to have to pursue subcontractors for unbudgeted costs due to their errors and omissions when the contract for such work originated with the architect. Mr. Bowen said that usually, separate contracts are made between hazmat and geotechnical consultants and the Owners which do not involve the architects. In the case of this schematic design study, the Committee made it clear that they wanted all consultants to be hired by FAI directly. Consequently, FAI has required those consultants to carry the same amount of liability insurance that they do, thus ensuring adequate coverage. TT added that the contract allows the Committee to pursue those consultants directly for errors in the content of their work provided they have liability coverage equal to FAI's. If they do not have that level of coverage, the contract then transfers liability back to the architect, who is regardless responsible for the coordination of those (and all) consultants.
- AM asked that the revisions made in the scope of work (The appended RFQ) be briefly explained. Mr. Bowen remarked that section A-2-d was revised to avoid broad descriptions of building components and investigations and specify those items that would be sufficient to satisfy the intent of assessing the condition of the existing building. Similar fine-tuning was done in section A-2-f. Other examples were given.
- AM suggested amending section 9.5 to correct a typo and list the year for completing the Basic Services as 2003 (not 2002) and also revising the incorrectly labeled Section 9.3.4 to 9.2.4 (another typo). No objections were raised.
- JS asked if the 45-day grace period for payment of the architect after invoicing (before interest charges were levied) specified in Section 8.5 was reasonable. TT answered that that amount was recommended by the Town Accountant as being a comfortable period for processing payments through his office.
- With no other comments being offered concerning the contract, RG called for a motion of acceptance. TT moved that, "The School Building Committee authorize the Chair of the School Building Committee (on behalf of the School Building Committee) to sign this contract with Flansburgh Associates." WC seconded the motion.

Amended by
initials

See Aug. 7, 2002

Signed page 6 of 7

FLANSBURGH ASSOCIATES

October 29, 2002

Ms. Christine Lynch
School Building Assistance
Department of Education
350 Main Street
Malden, MA 02148-5023

RE: Reading Memorial High School (RMHS)

Dear Christine:


As you know, the Town of Reading, through its School Building Committee (SBC), has engaged FAI to develop options and costs for the physical and programmatic revitalization of the Reading Memorial High School. Each of these options needs to meet the requirements of SBA as a reimbursable Capital Project.

Three approaches have been developed. Each option meets the educational program requirements and enrollment projections from Miser and Nesdec. The options developed by FAI have distinct phasing and cost implications. However, given the extensive renovation necessary for all of RMHS systems to meet the requirements for a fifty-year life expectancy, the projected costs of the three approaches are very similar. Intensive public review and critique of the three options with members of the Reading community are currently underway. The SBC intends to select among the three alternative approaches in early November. The selected approach will be submitted to SBA by December 1, 2002. We would then proceed with the development of full schematic design of the selected option and plan to submit the full project to SBA by June 2003.

Today we present information related to the enrollment projections, program, physical needs and anticipated cost of the proposed project. We ask SBA to consider the importance of this project in view of the substantial inability of the existing RMHS facilities to serve the program needs and environmental quality necessary to deliver it.

Sincerely,

FLANSBURGH ASSOCIATES, INC.


Sidney R. Bowen III
Principal

Cc: Dr. Harry Harutunian, Superintendent, Reading Public Schools; Mr. Russ Graham, Chairman, Reading School Building Committee

2204/102903/srb

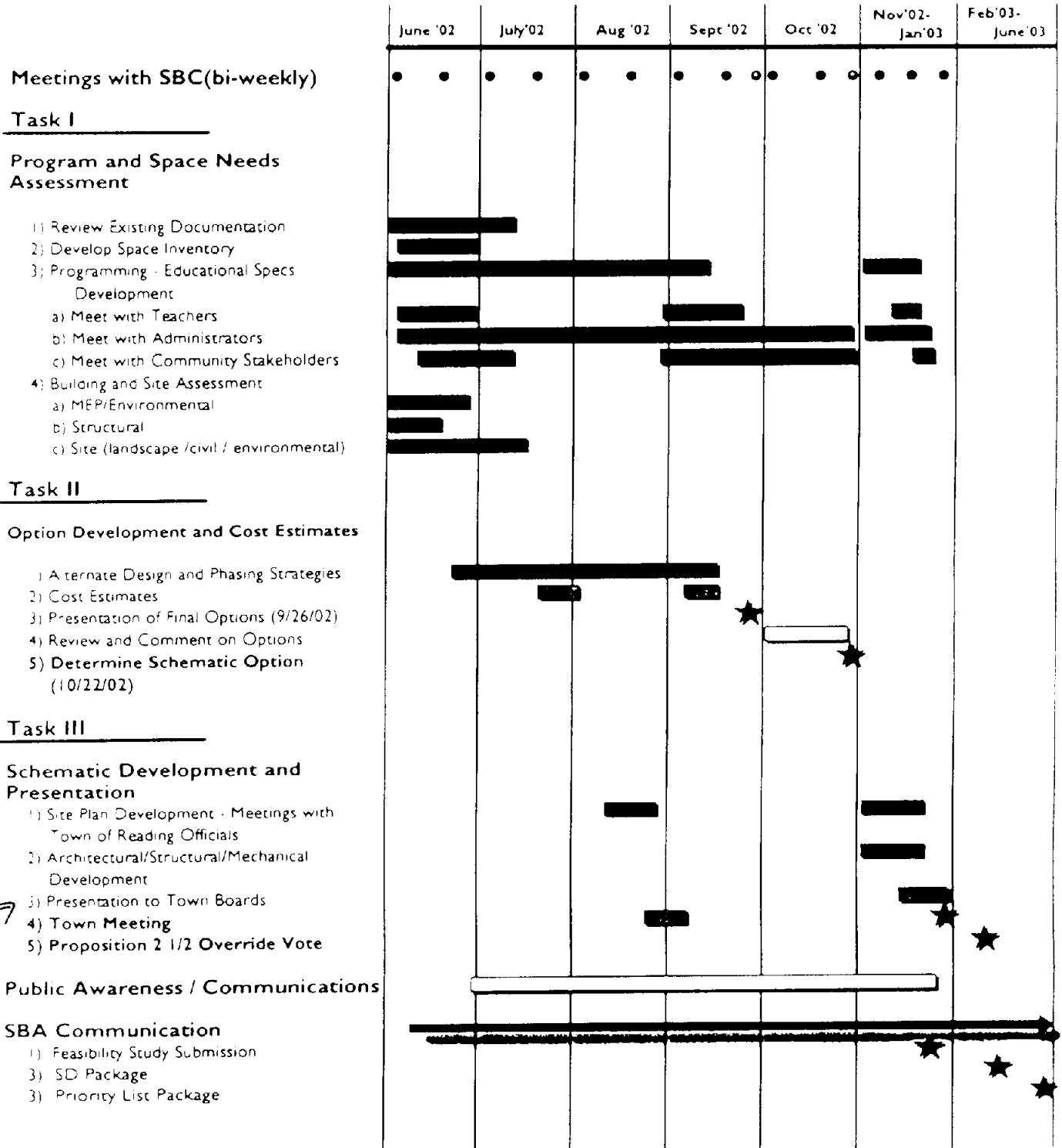
Architecture
Master Planning
Interior Design
Programming

Principals
David S. Soleau, AIA
Kate M. Brannelly, FSMPS
Alan S. Ross, AIA
Duncan P. McClelland, AIA
Sidney R. Bowen, III

Chairman
Earl R. Flansburgh, FAIA, NA

Senior Associates
Samuel Bird, AIA
Jorge M. Cruz, AIA
Suzanne M. Rivitz, AIA

Associates
Valerie M. Curtis
David R. DeFilippo, AIA
Vincent E.J. Dubé, AIA
Rose M. Fiore
Kimberly A. Genereux
James A. Highum, AIA
Peter W. Lambert
Thomas J. Mueller, AIA
Dominic I. Pedulla
Robert E. Peirce, AIA
James B. Williams, Jr., AIA



Reading Memorial High School Renovation and Revitalization
 Preliminary Timetable

Our Approach

An essential part of our design process is the development of independent cost estimates at Schematic Design, Design Development and during the Construction Documents phase of our work. We include among sub-consultants, Hanscomb, one of three firms we engage regularly for the benefit of our design work, as well as the Building Committee's ongoing independent appreciation of costs associated with design and program decisions. Every project requires intense attention to maintaining balance among cost, program and quality. The independent cost estimator, using take-off methods of cost determination similar to those of general contractors to assess the cost of the project, is essential to managing the design process. Neither Owner nor Architect would be well served by less.

Communications / Input

FAI recognizes that a successful project engages the whole community for input and support while maintaining control over the time schedule and adhering to the required milestones.

- **Public Meetings:** FAI will prepare presentation materials reflecting option development and will attend public meetings to present the project and to answer questions.
- **Informational Material:** Working with the Building Committee, we will develop informational material including press releases, presentation boards, and mailers, describing the critical aspects of the project. In our experience, the more public we can make the process, the more likely we are to identify and respond to concerns.

DESIGN CHOICE AND FINAL SCHEMATIC DEVELOPMENT (TASK 3)

Site Plan Development

During this phase of the work, we will develop the site plans to show the High School's relationship to parking and access and construction phasing, as well as site utilities and landscaping. All zoning bylaws will be addressed, as well as reviewed with the Planning Department, Fire Department, DPW, Building Inspector, Conservation Commission, Public Safety and other local authorities.

Building Design and Phasing

The School Committee's preferred building solution will be developed in appropriate detail, showing floor plans, construction phasing, building exterior elevations, and building sections and details. The schematic design will also include a full description of structural and mechanical systems. Unique features that will contribute to long term cost containment and educational flexibility will be hallmarked. Detailed phasing plans will be prepared so that costs and impact on construction phase use can be communicated to all impacted parties.

Our experience suggests that phasing is integral to design for renovation in schools. Each of the options developed in the preliminary design stage will have an associated phasing plan. It is likely that phasing will be a fundamental determinant of the solution, not merely a separate problem to be addressed.

Schematic Cost Estimate

At the end of the schematic design phase, the independent cost estimator will prepare a comprehensive cost estimate. This estimate will include inflation estimates based on the anticipated construction schedule.

Apr. 5, 2002 RFQ - ~~RFQ~~ Reading Request for Qualification

concepts and documents produced under this agreement. The Architect shall provide copies of all electronic files (both drawing and written) in commonly available formats, and shall provide a formal release to the Town and to any other selected architect allowing the free use of said documents for this project only. There shall be no additional fees paid in exchange for this release.

III. Selection of the Firm

- A. Applicants and any consultants proposed for use should be prepared to demonstrate at a minimum, sufficient previous experience, both firm, individual, and consultant as it applies, in the following order to be considered for this project:
1. Design of new school buildings and renovations of existing high school buildings
 2. Knowledge of Massachusetts General Laws relating to public building construction, particularly all requirements of Chapter 579 of the Acts and Resolves of 1980: Chapter 7: Chapter 149
 3. Applicant should be a Registered Architect in the Commonwealth of Massachusetts.
 4. Current workload as it affects ability to perform this work.
 5. Experience with complex phased projects.
 6. Ability to present project needs to local boards and groups.
- B. The professional services to be awarded at this time consist of a facility's evaluation and preliminary design services. The School Building Committee reserves the right to terminate the services provided by the selected firm at the end of this phase and resolicit professional services or to continue, subject to independent review, with the selected firm beyond this phase.

IV. Proposal Requirements

Each proposal for this project shall provide at a minimum, the following information:

1. Name, address and telephone number of the architectural firm, and the principal contact person.
2. A list of all public projects undertaken in Massachusetts in the past five (5) years. Please indicate the following information:
 - a. Location
 - b. Scope of Involvement
 - c. References, including name, title and current contact information
 - d. Start date, projected completion date, and actual completion date