



READING PUBLIC SCHOOLS

ADMINISTRATION OFFICES

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TO: John Russo
FROM: Dr. Harry K. Harutunian
DATE: December 18, 2002
TOPIC: Flansburgh Contract

Please find attached, for your information, an executed copy of the contract between the Reading School Building Committee and Flansburgh Associates for the schematic design for the comprehensive renovation of Reading Memorial High School. In response to a question raised regarding the scope of services, I have tabbed page eight, Section g., Future Work.

If you have any questions, please contact me.

CC: Reading School Committee

✓ 8-27-02

Standard Form of Agreement Between Owner and Architect for Special Services

AIA Document B727 (modified version) - Electronic Format

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Recommended for use with current editions of standard AIA Agreement forms and documents.

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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.

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**ARTICLE 1
ARCHITECT'S SERVICES**

(Here list those services to be provided by the Architect under the Terms and Conditions of this Agreement. Note under each service listed the method and means of compensation to be used, if applicable, as provided in Article 8.)

1.1 See attached Scope of Services (Attachment I)

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT
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**ARTICLE 2
OWNER'S RESPONSIBILITIES**

2.1 The Owner shall provide full information regarding requirements for the Project. This shall include existing floor plans, engineering drawings, and site plans with contours and site utilities indicated. The Owner shall furnish required information as expeditiously as necessary for the orderly progress of the Work, ~~and the Architect shall be entitled to rely on the accuracy and completeness thereof. The Owner makes no representation or warranty regarding the accuracy or completeness of existing conditions information or documents furnished on behalf of the Owner.~~

2.2 ~~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.~~

**ARTICLE 3
USE OF ARCHITECT'S DOCUMENTS**

3.1 The 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 documents for the Owner's information, reference and use in connection with the

Project. Notwithstanding the foregoing, the Architect hereby grants to the Owner a perpetual, non-exclusive, unrestricted, royalty-free license to use, to reproduce, to modify the documents prepared by the Architect pursuant to this Agreement (the "Documents") in such manner and for such purposes as the Owner deems appropriate. Such license is not contingent upon the Architect being retained by the Owner to provide further services in connection with renovations to the Reading Memorial High School (the "High School Project") beyond those set forth in this Agreement. The Architect grants the same license to all those providing services on behalf of the Owner in connection both with the Project and the High School Project. The Owner hereby releases the Architect from all liability in connection with modifications made to the Documents by the Owner or others and agrees to hold harmless the Architect from any claims related to the Documents, so modified.

**ARTICLE 4
ARBITRATION - NOT USED**

**ARTICLE 4A
DISPUTE RESOLUTION:**

4A.1 Prior to initiation of any legal proceedings, the parties agree to submit all claims disputes or controversies arising out of or in relation to interpretation, application, or enforcement of any disagreement to nonbinding mediation. Mediation should be conducted under the auspices of the American Arbitration Association or other such mediation service or mediator as the parties agree upon. The cost of mediation should be paid equally by the parties. The parties seeking to

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initiate mediation shall do so by submitting a formal written request to the other party to this agreement. This Article shall survive completion of or termination of this agreement, but under no circumstances shall either party call for mediation of any claim or dispute arising out of this agreement after such period of time which would otherwise prevent the initiation of legal proceeding to litigate such claim or dispute under the laws of the Commonwealth of Massachusetts.

ARTICLE 5

TERMINATION OR SUSPENSION

5.1 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.

5.2 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.

5.3 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 5.4.

5.4 ~~Termination Expenses shall be computed as a percentage of the compensation earned to the time of termination, as follows:~~

~~1 For services provided on the basis of a multiple of Direct Personnel Expense, 20 percent of the total Direct Personnel Expense incurred to the time of termination; and~~

~~2 For services provided on the basis of a stipulated sum, 10 percent of the stipulated sum earned to the time of termination.~~

ARTICLE 6

MISCELLANEOUS PROVISIONS

6.1 Unless otherwise provided, this Agreement shall be governed by the law of the Commonwealth of Massachusetts.

6.2 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 statute of limitations shall commence to run not later than the date the last payment is due the Architect pursuant to Paragraph 8.5.

6.3 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.

6.4 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.

6.5 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.

~~6.6 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.~~

ARTICLE 7

PAYMENTS TO THE ARCHITECT

7.1 DIRECT PERSONNEL EXPENSE

7.1.1 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.

7.2 REIMBURSABLE EXPENSES

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7.2.1 Specific expenses of the Architect are included in the base fee for this project. These are enumerated in Section F of the Attachment I. Other consultant and out-of-pocket expenses not so enumerated shall be reimbursed per Article 8.

7.3.2 An initial payment as set forth in Paragraph 8.1 is the minimum payment under this Agreement.

7.3 PAYMENTS ON ACCOUNT OF THE ARCHITECT'S SERVICES

7.3.1 Payments on account of the Architect's services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or as otherwise provided in this Agreement.

7.4 ARCHITECT'S ACCOUNTING RECORDS

7.4.1 Records of Reimbursable Expenses and expenses pertaining to 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 8 BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

8.1 AN INITIAL PAYMENT OF zero Dollars (\$ 0) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

8.2 COMPENSATION FOR THE ARCHITECT'S SERVICES, as described in Article 1, Architect's Services, shall be computed as follows:

TOTAL LUMP SUM FEE \$418,000.00 (Per Schedule A)

8.3 FOR REIMBURSABLE EXPENSES, as described in Article 7, a multiple of one, point one (1.1) times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

8.4 The Architect shall retain the consultants listed in Schedule B to assist the Architect in connection with the performance of the Architect's services under this Agreement. The lump sum fee set forth in Paragraph 8.2 includes all costs incurred by the Architect in connection with the retention of such consultants in meeting the Scope of Work of this Agreement as described in Attachment I. The Architect shall coordinate and administer the work of the consultants and shall facilitate the completion of the consultant's studies and/or reports as a part of the Scope of Work without additional cost to the Owner

8.5 Payments are due and payable thirty (30) days from the date of the Architect's invoice. Amounts unpaid forty five (45) 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.
Eight percent (8%) per annum.

8.6 IF THE SCOPE of the Project or of the Architect's services is changed materially, the amounts of compensation shall be equitably adjusted.

ARTICLE 9
OTHER CONDITIONS AND SERVICES

9.1 - Indemnification for Geotechnical, Environmental and Other Consultants Work

The Owner agrees to hold Architect harmless from any and all losses, claims, liabilities, expenses and/or damages due to or arising out of any act, error or omission in the performance of any related services performed by the Geotechnical, Environmental and other Consultants so noted with an asterisk on Scheule B. The Owner agrees to pursue recovery of and assert claims based upon, any such losses, claims, liabilities, expenses and/or damages (as described sentence) solely and directly against any such engineers or consultants engaged by Architect. In consideration for such indemnification, Architect hereby assigns any rights and/or claims that Architect has pursuant to the Consultant Contracts between Architect and the consultants listed in this Attachment for the contemplated services to the Owner. Architect shall include a provision in said Consultant Contracts providing that the Consultants shall maintain a Professional Liability Policy for errors, omissions or negligent acts arising out of the performance of said Contract in a minimum amount of One Million Dollars (\$1,000,000) and waive any defenses based upon a lack of contractual privity in the event that the Owner asserts a claim directly against the Consultant. In the event that the Architect's Contract with such consultant(s) fails to include this provision, then the terms of this article shall not apply.

9.2 - Architect's Certifications

9.2.1 The Architect hereby certifies:

- I. if an individual, the individual is a registered architect;
- II. if a partnership, a majority of all the partners are persons who are registered architects;
- III. if a corporation, sole proprietorship, joint stock company or other entity, the majority of the directors or a majority of the stock ownership and chief executive officer are persons who are registered architects and the person to have the project in his or her charge is a registered architect.
- IV. if a joint venture, each joint venturer satisfies the requirements of this section. (Statutory reference: M.G.L.c.7, s.38A 1/2.)

9.2.2 The Architect hereby certifies that it has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this contract. (Statutory reference: M.G.L.c.7, s.38H(e)(i). The Architect certifies under penalties of perjury that it has entered into this agreement without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

9.2.3 The Architect hereby certifies that no consultants to or subcontractor for the Architect has given, offered or agreed to give any gift, contribution or offer of employment to the Architect, 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. c. 7, s.38H(e)(ii).)

~~9.2.4~~^{4.0} 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 or in any way assist the Architect in obtaining this contract upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of the contract to the Architect. (Statutory reference: M.G.L. c.7, s.38H(e)(iii).)

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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.

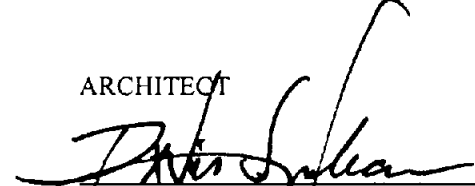


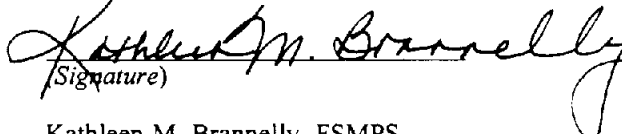
9.5 – Schedule

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.

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

OWNER

(Signature)
Cheryl H. School, Building Committee
TOWN OF READING
(Print name and title):

ARCHITECT

(Signature)
David S. Soleau, AIA
President


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

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SCOPE OF WORK

A. Documentation and Review of Existing Conditions.

1. The Architect and his Consultants shall gather all available technical information from various sources in the Town. This shall include the following, at a minimum:
 - a. Original construction documents from construction of Reading Memorial High School, both from 1952 and 1969, if available.
 - b. As-built documents from both phases as noted above, if available.
 - c. Civil engineering survey of the site including all site features, utilities, paving, walk and landscaping.
 - d. Energy use report prepared by Reading Municipal Light Department
 - e. Available geotechnical information for the building and adjoining areas, including the former town pool on the property.
 - f. Construction Documents from various construction renovations that may have taken place during the life of the facility, if available.
 - g. Documents from mechanical systems upgrades to the facility from 1998.
 - h. Previously prepared feasibility studies (1997 and 2000).
 - i. Previously prepared review of the presence of hazardous materials in the facility.
 - j. Interviews with current maintenance staff as may be needed to ascertain the condition of existing building mechanical and electrical systems.
 - k. Review of existing conditions through the use of on-site investigative time for review of physical conditions, confirmation of measurements, review of systems configuration and layout, etc., all as may be necessary to compile a complete and accurate assessment of the present buildings and grounds layout and condition.
2. Based upon the above gathered information, the Architect and his Consultants shall prepare site-based plans, architectural floor plans, and engineering plans on a CAD (computer aided drafting) system acceptable to the Town. CAD plans

shall be accurately convertible to DXF or DWG format, and shall use a nationally recognized layer management system. These plans shall include at a minimum:

- a. Civil engineering survey of the site including ~~all site features~~, utilities, paving, walks and landscaping.
- b. Indication of accurate floor to floor heights of every level in the facility relative to each other and to the site information noted above.
- c. Documentation of existing construction techniques of all walls, both interior and exterior, insofar as this information is discernable.
- d. Documentation of existing condition of ~~all~~ major building systems components This will include interior finishes, exterior envelope systems, roofing systems, windows and doors, fixed kitchen and laboratory equipment, etc.
- e. Documentation of facility structural systems, including fire protection and fire proofing systems, if any.
- f. Documentation of facility mechanical, electrical, and plumbing systems. This shall include documentation of major components and sizes, including system capacities, routes of major utility lines for all noted trades, and as much detailed information as is discernable from non-destructive exhaustive on site investigation and review of available documentation.
- g. Documentation of existing installed security and technology systems.
- h. Review of the existing facility for current applicable code and regulation compliance.
- i. Review of current conditions as to the conformance of the facility to State and Federal handicapped accessibility codes and regulations.
- j. Review of existing facility for seismic hazards as described in the State Building Code.
- k. Documentation of ~~all~~ fixed equipment such as markerboards, blackboards, built in casework and cabinetry, and the like, which shall be indicated on the floor plans, along with the condition of each item in tabular format.
- l. As a part of the Architect's evaluation of existing conditions, it is expected that there will be a need to view certain inaccessible areas. Should the architect require access to be provided to spaces that are not readily accessible, e.g., behind certain wall, above solid ceilings, the Town will

provide labor and materials to cut and patch finishes as needed to provide such access at no cost to the Architect.

3. Health, Safety and Environmental Review:
 - a. The Architect shall review and update previously prepared hazardous materials reports done as a part of previous feasibility studies. Sufficient review of previous studies shall be undertaken to confirm their accuracy for current conditions and applicability to current regulations.
 - b. As a part of the Architect and his consultants' review of HVAC systems, a thorough evaluation of the facility's air quality shall be provide. Should testing of air samples be recommended, the Town of Reading shall pay costs for such tests.
 - c. The Architect shall review current egress and evacuation patterns and systems and evaluate them for compliance with current codes.
4. The intent of the work of this section 'A' is for the Architect and his Consultants to prepare existing conditions information of sufficient accuracy and detail to serve as a basis for the work of this contract and for use as base drawings and data for a future major renovation should that occur. The deliverables of this section shall include at a minimum:
 - a. Architectural floor plans annotated with existing conditions information such as wall types, finishes, etc.
 - b. Schedules of existing finishes in each room or space with notation as to physical condition (e.g. new, good, fair, poor, etc.)
 - c. Architectural exterior elevations of building exterior.
 - d. Plans of the existing structural systems as determined above, including indication of existing fire ratings and fire protection and fire proofing systems if any.
 - e. Mechanical, electrical, and plumbing systems plans as existing.
 - f. Security and technology systems plans as existing.
 - g. Comprehensive facilities conditions report.
 - h. Hazardous materials report with cost estimate for needed abatement.

B. Program review and verification.

1. Under the overall direction of the School Building Committee, The Architect and its consultants shall review and confirm, through systematic staff and administrative interviews, interaction with the School Building Committee, School Committee and School Administration, etc., the following at a minimum:
 - a. Confirmation of existing student enrollment
 - b. Confirmation of existing and projected educational programs for a 10 to 12 year period.
 - c. Confirmation of projected enrollment for a minimum of 10 years, with further projections to 12 years, through the use of historical data and statistical analysis techniques acceptable to the Town. Previously prepared feasibility studies (1997 and 2000) will be made available for use under this study.
 - d. Confirmation of theoretical capacity of the existing facility based on current and projected programs as determined above, over the same time period.
2. The intent of the work of this section 'B' is to prepare enrollment and programmatic information of sufficient accuracy and detail to serve as a basis for the work of this contract and for base drawings and data for a future major renovation project should that occur. The deliverables of this section shall include at a minimum.
 - a. Educational Specifications, describing in comprehensive detail, the programmatic goals for the proposed Reading Memorial High School renovation. These "ed specs" shall be in the form acceptable to the Massachusetts Department of Education.
 - b. Detailed listing of proposed spaces, their required adjacencies, and required configuration and space needs in terms of educational equipment.
 - c. Evaluation of existing configurations of the facility as it relates to the educational specifications and space listing as prepared above. This shall include at a minimum annotated plans that fully describe existing shortcomings and issues on the educational program.

C. Schematic Design

1. The School Building Committee, through its deliberations, has agreed to apply the following criteria to the proposed renovation of Reading Memorial High School. These specific criteria are in addition to the general goal of the design of a comprehensive facility renovation that meets the physical and educational needs of the Reading Memorial High School population as determined in the programming phase.

- a. The renovation shall be consistent with the requirements of the Department of Education so that funding by the State to maximize the Town's reimbursement rate will be achieved. Design proposals that do not meet this requirement will not be accepted.
- b. The renovation shall include a solution to inequities in the existing athletic facilities as related to Federal Title 9 requirements.
- c. The project shall include new and/or renovated science laboratories, as it is understood that current capacity is inadequate. These rooms shall be, to the extent feasible, created within the existing footprint of the facility.
- d. The project shall include upgrades to all existing finishes and mechanical, electrical, technology, communications, and security systems, including those in the existing Field House.
- e. The project shall include upgrades to building systems and components as needed to meet current seismic codes for reduction of seismic hazards at a minimum, as described in section 3408 of the State Building Code.
- f. The project shall include solutions for handicapped accessibility to all areas as required by State and Federal Codes and regulations.
- g. The School Building Committee has recognized that significant internal traffic and circulation problems exist in certain areas of the facility that contribute to difficulty in student transit between classes and are also a potential safety concern. The design shall address this issue.
- h. The project shall include the creation of dedicated spaces for both music and drama programs.
- i. The project shall include a dedicated language lab.
- j. The project shall include a complete upgrade to educational technology systems in the facility.

2. The following assumptions for the schematic design are to be made:

- a. The Architect shall assume, to the extent feasible, that no physical additions to the facility shall be proposed, except as may be required to improve acknowledged safety related circulation patterns as noted above.
- b. While it is understood that the Massachusetts Department of Education requires that classroom sizes meet certain minimum standards, it is recognized that other criteria noted may preclude meeting these requirements in all cases.

Satisfying additional criteria as included herein shall be considered to the extent that funding of the project by the State will not be jeopardized.

- c. It is assumed that certain non-educational programs currently in the facility will be relocated off campus, exact scope to be determined under this contract.
3. Based on all the above information, the Architect and its consultants shall prepare a fully developed proposed schematic design proposal for the Reading Memorial High School facility as hereinafter described.
 - a. Preparation of a minimum of three alternate conceptual design solutions for consideration by the School Building Committee. Upon review of all alternatives, the School Building Committee will select one preferred solution, which will be developed as follows:
 - b. Preparation of schematic design documents that fully describe the proposed solution. These document shall included complete floor plans, exterior elevations of any proposed additions (shown in relation to existing, building sections as needed), drawings of proposed mechanical and electrical systems upgrades (all required trades – one line diagrams), and outline specifications of all project components.
 - c. Preparation of phasing plans(s) as noted in the next paragraph, D,2.
 - d. The Architect shall provide camera-ready copy of color plans, elevations and other drawings as requested by the committee. This will include at least three-color perspective renderings of critical project components of the project.
 - e. The Architect and its consultants shall be available for attendance at public hearings and meetings, including Town Meeting, to present their findings and the proposed project, as requested by the School Building Committee.
 - f. The Architect and its consultants shall also be available for attendance at meetings with representatives of the Department of Education to discuss reimbursement issues.

D. Phasing

1. The Architect and its consultants shall present alternative solutions to the School Building Committee indicating a construction-phasing plan for the project. After discussions and review of such solutions with the School Building Committee, the Architect and its consultants shall fully develop an approved solution so that all aspects of the approved phasing plan are indicated. The final phasing plans shall include description of circulation patterns during and after each phase, preliminary solutions for maintenance of all facility systems to occupied areas at all times, and proposed temporary spaces, including portable facilities, if warranted.

2. Phasing plans shall be created that indicate graphically the condition of the entire facility before, during and after each phase of the project, showing un-renovated areas, areas under construction, and completed areas, all at each phase of construction.
3. It is hoped that the project can be completed in a time span to include three summers and two academic years, and the Architect shall endeavor to create a phasing plan meeting this schedule. However, if the Architect in his professional judgement determines that this schedule will not be in the best interests of students and staff, in terms of safety or environmental health, an alternate schedule shall be presented as well.

E. Cost Estimate

1. The Architect and its consultants shall prepare a comprehensive cost estimate of the proposed schematic design, using a professional cost estimator acceptable to the School Building Committee.
2. The cost estimate shall take into account the costs associated with the expected extended phasing plan.
3. The cost estimate shall include allowance for inflation during the duration of the project.

F. Deliverables, Expense, and Reimbursable Costs

1. The following out-of-pocket expenses shall be at the Architect's expense.
 - a. Costs for travel to and from the Town of Reading and any other locations in Eastern Massachusetts.
 - b. Costs of mailing overnight mail and delivery and courier services.
 - c. Costs for normal printing of drawings and other documents for the Architect and its consultants' in-house, day-to-day use.
 - d. Costs for plotting and printing of documents such as colored plans and elevations for requested presentations to the School Building Committee and other Town bodies.
 - e. Costs for providing 25 copies of a final schematic design report, in 8 _ by 11 format, bound, including all written reports, tabular information, and reduced color copies of drawings. Copies of such documents shall also be provided in electronic format acceptable to the Town and suitable for display on the Internet.

- f. Costs for 10 black and white copies of all full size drawings including plans, elevations, sections and details as needed to fully describe the proposed schematic design.
 - g. Costs for 3 copies of colored plans, elevations, and perspective renderings as described above, mounted on rigid board, for the Town's use.
2. Other out-of pocket expenses not mentioned above shall be reimbursed by the Town at the Architect's cost plus a 10% markup for bookkeeping and processing fees upon the submission of supporting documents for such costs.

G. Future work

1. This contract is for programming, facility assessment, and schematic design only, as described above. Should the voters of the Town of Reading approve a debt exclusion override to fund renovation of the Reading Memorial High School, the Town will solicit requests for proposals for additional design services including design development, construction documents, bidding and construction administration.
2. The Architect selected for this project will be allowed to submit proposals for design services for the complete project. If such Architect is selected, prior to contracting for additional design services, a satisfactory peer review of services previously performed for the High School project will be undertaken to determine if such services rendered under this RFQ were reasonable and adequate and whether the contract should be awarded to the Architect.
3. In the event that future phases of design for this project are awarded to another firm, the Architect shall release to the Town and the selected firm all design 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.

Schedule of Fee for Basic Services

A. Documentation and Review of Existing Conditions	\$180,000
B. Program Review and Verification	\$39,000
C. Schematic Design	\$103,000
D. Phasing	\$36,000
E. Cost Estimates	\$20,000
F. Develop and Present Final Report	<u>\$40,000</u>
Total	\$418,000

Consultants Services Included In Architect's Compensation (Article 8)

Traffic
Acoustics
Hazardous Materials Review*
Technology Review
Food Service
Air Quality Analysis
Geotechnical Borings and Analysis*
Civil Survey and Analysis
Landscape
Independent Cost Estimates
Demographics

Total

*Refer to Paragraph 9.1 in contract