



READING PUBLIC SCHOOLS
ADMINISTRATION OFFICES

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Superintendent

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Dennis A. Richards
Associate Superintendent

TO: John Russo
FROM: Pat Schettini
DATE: September 26, 2003
TOPIC: Design Partnership of Cambridge Contract

As you requested, please find attached a copy of the signed contract with Design Partnership of Cambridge.

If you have any questions, please contact me.

CC: Reading School Committee



Standard Form of Agreement Between Owner and Architect

AIA Document B141 - Electronic Format

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AGREEMENT

made as of the Tenth day of July in the year of ~~Nineteen Hundred and~~ Two Thousand and Three

BETWEEN the Owner:

(Name and address)

Town of Reading, Massachusetts

82 Oakland Road

Reading, MA 01867

and the Architect:

(Name and address)

Design Partnership of Cambridge, Incorporated

500 Rutherford Avenue

Charlestown, Massachusetts 02129

for the following Project:

(include detailed description of Project, location, address and scope.)

Reading Memorial High School Renovation and Addition, DPC #2310

Renovation of the 1970 areas of Reading Memorial High School, including the Science Wing, Library Wing and Field House, (approximately 150,000 square feet) and replacement of the 1953 areas with new facilities (approximately 135,000 square feet) to include reorganization of interior space to meet the educational program requirements. Design enrollment is 1,480 students, including 1,420 grade 9-12 students and 60 Rise pre school students. The total estimated project cost is \$54,000,000.

The design of the Project shall be based on a Schematic Design for Reading Memorial High School developed and represented in drawings by Flansburgh and Associates, Inc., dated 12/19/03.

The Owner and Architect agree as set forth below.

AIA DOCUMENT B141 - OWNER-ARCHITECT AGREEMENT - FOURTEENTH EDITION - AIA - COPYRIGHT 1987 - 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 the permission of the AIA and can be reproduced without violation until the date of expiration as noted 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. The Architect's services are further defined in Exhibit A which consists of seven (7) pages attached hereto dated 7/10/03 and hereby made part of this Agreement.

1.1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care of architectural firms specializing and experienced in the design and construction administration of Massachusetts public schools, and the orderly progress of the Work, and in accordance with the schedule for performance attached hereto as part of Exhibit A. Time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect. 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. The schedule for the performance of the Architect's services is attached in Exhibit A.

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 consulting services of structural, mechanical, and electrical, fire protection, and civil engineering services, landscape architecture, cost estimating, and food service design. Further, the scope of all engineering/ consulting services listed here will be the same as the Architect proposes to provide under his Basic Services based on the scope of work described in this Agreement and Exhibit A.

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 and shall propose modifications to the project as recommended to adjust the budget.

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.

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.

Insert A: 2.4.4.1 During the Construction Documents Phase, the Architect shall attend meetings as necessary with the following governmental officials responsible for design and construction of the Project: Police, Fire, Health, Public Works, Planning, Conservation, Historic Preservation, and Building authorities. (More extensive representation in connection with required regulatory submissions may be agreed to as an Additional Service, as described in Paragraph 3.4.4.)

Insert B: 2.4.5 Near the completion of Contract Documents, the Architect shall retain and pay for the services of an independent cost estimator to determine the estimated construction cost for 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 the contracts for construction, as defined in Exhibit A.

Insert C: 2.5.1.1 The Architect shall administer the public bid process, including the Filed Sub-bid process, in accordance with Massachusetts statutes governing this type of work. The architect shall prepare bid tabulations and make recommendations on the award of the contract for construction. The Architect shall draft the Agreement between Owner and Contractor based on recommendations of the Owner's legal counsel.

Insert D: 2.5.2 Provide 200 printed sets of bid documents. After bidding bid documents will be collected and reused by the Contractor(s) for construction.

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 65 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 1987 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 as modified by conditions agreed to by the Owner and Architect included in Exhibit A, which shall control.~~

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.~~

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, subject to paragraph 2.6.1, and (2) as an Additional Service at the Owner's direction thereafter, 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 further written agreement between the parties, written instrument.

2.6.5 The Architect shall visit the site ~~at intervals as necessary and~~ 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. The Architect shall attend construction progress meetings up to the number indicated in Exhibit A. The Architect shall also attend meetings with the Awarding Authority during this phase to keep the Owner informed of the progress of the Work and such other business as may be necessary for the smooth completion of the Project. The Architect shall require his consultants to visit the site as frequently as construction activities and conditions require. 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.)*

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. Such review shall consider the mathematical accuracy of the Application, the nature and extent of the supporting documentation, and the values and percentages shown in the Schedule of Values required to be submitted with the Application.

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 that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. 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~~ 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.

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.

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. The foregoing shall be Basic Services subject to the time limits set forth in Paragraph 2.6.1.

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. The Architect shall advise the Owner on matters relating to aesthetic effect.~~

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 litigation 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. Provided, however, that the Owner hereby agrees to authorize and confirm any Additional Services described below which the Architect is required to perform or provide pursuant to any law or regulation issued by a governmental authority having jurisdiction over the Project.

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 and Exhibit A 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

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, except as required in Article 5;

.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. Such services shall be deemed Additional Services if the Change Order or Construction Change Directive is the result of Owner requested changes in the work, latent conditions, or changes resulting from approvals, rulings, and decisions by authorities not under the control of the Architect.

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. Making revisions to Drawings, Specifications and other documentation related thereto as a result of substitutions proposed by the Contractor, provided, however, the Architect shall include in the Contract Documents the requirement that the Contractor is responsible for the Architect's costs in connection with such substitutions and authorization for the Owner to charge such costs against amounts payable to the Contractor.~~

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.

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

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, except as provided in Exhibit A.

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, except as herein provided.

3.4.12 Providing analyses of owning and operating costs, including engineering services required to qualify for Massachusetts Design 2000.

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, furniture, or equipment, or valuations and detailed appraisals of existing facilities, except as herein provided.

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. See Article 12.3.

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 of equipment or systems, and consultation during operation, except as provided in Paragraph 12.1.4 as Basic Services. See Article 12.3 for Specification Requirements.

3.4.18 Providing services after the earlier to occur of issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than 60 65 days after the date of Substantial Completion of the Work.

3.4.19 Providing services of consultants for other than those listed as Basic Services in Articles 2 and 12.1 and Exhibit A of this Agreement, 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 if mutually agreed to in writing by the Owner and the Architect or not customarily furnished in accordance with generally-accepted architectural practice.

Insert E: 3.4.21. Providing services in connection with contractor disputes or questions arising out of the bidding process, except that appearance at bid protest hearings shall be included as part of Basic Services.

Insert F: 3.4.22. Attendance by the Architect and its engineers and consultants at meetings not otherwise specifically identified herein.

Insert G: 3.4.22. Providing graphic design services for graphics other than standard building signage.

Insert H: 3.4.23. Providing more than two (2) inspections of completed work for any portion of the work and any inspections beyond 65 days after the date of Substantial Completion of any portion of the work. See Article 12.3.

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.

Insert I: 4.4.1. The Owner shall select, employ and direct a Project Representative who shall serve as the Clerk of the Work and who shall be stationed on-site for the duration of construction of the Project. The Clerk of the Work shall report observations and findings in writing to both the Owner and the Architect. Unless otherwise agreed to by the parties to this Agreement, the Clerk of the Work shall:

Insert J: .1 Perform on-site observations of the progress and quality of the Work as may be reasonably necessary to determine if the Work is being performed in conformance with the Contract Documents. Notify the Architect immediately if the Work does not conform to the Contract Documents or requires special inspection or testing.

Insert K: .2 Monitor the Contractor's construction schedules on an ongoing basis and alert the Architect to conditions that may lead to delays in completion of the Work.

Insert L: .3 Attend weekly job site meetings, meetings requested by the Architect and approved by the Owner, and other meetings as directed by the Owner.

Insert M: .4 Observe tests required by the Contract Documents. Record and report on test procedures and test results; verify testing invoices to be paid by the Owner.

Insert N: .5 Maintain records at the construction site in an

orderly manner. Include correspondence, Contract Documents, Change Orders, Construction Change Directives, reports of site meetings, Shop Drawings, Product Data, and similar submittals; supplementary drawings, color schedules, requests for payment, and names, addresses and telephone numbers of the Contractors, Subcontractors, and principal material suppliers.

Insert O: .6 Maintain a log book of activities at the site, including weather conditions, nature and location of Work being performed, verbal instructions and interpretations given to the Contractor, and specific observations. Record any occurrence or Work that might result in a claim for a change in the Contract Sum or Contract Time. Maintain a list of visitors, their titles, and the time and purpose of their visit.

Insert P: .7 Receive and log Samples required at the site. Notify the Architect when they are ready for examination, and record the Architect's approval or other action; maintain custody of approved Samples.

Insert Q: .8 Observe the Contractor's record copy of the Drawings, Specifications, Addenda, Change Orders, and other Modifications at intervals appropriate to the stage of construction and notify the Architect of any apparent failure by the Contractor to maintain up-to-date records.

Insert R: .9 Review Applications for Payment and forward recommendations to the Architect for disposition.

Insert S: .10 Review the list of items to be completed or corrected which is submitted by the Contractor to the Architect with a request for issuance of a Certificate of Substantial Completion. Forward to the Architect with recommendations for disposition.

Insert T: .11 Assist the Architect in conducting inspections to determine the date or dates of Substantial Completion and the date of final completion.

Insert U: .12 Assist the Architect in receipt and transmittal to the Owner of documentation required of the Contractor at completion of the Work.

4.5 The Owner shall furnish drawings of the existing site(s) and of any existing buildings, 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 to be hired as a consultant to the Architect as an Additional Service when such services are requested by the Architect and approved by the Owner. 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, except as modified by Paragraph 12.2.

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, flow and pressure tests, 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 such accounting auditing services as the Owner may require to verify the Contractor's Applications for Payment and such legal services as the Owner may require or the Architect may reasonably request and the Owner approves with regard to legal issues raised by the Contractor or to the applicability or the legal interpretation of the Contract for Construction, as well as governmental laws and regulations, 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, and shall not be reduced by any liquidated or other damages payable by a contractor to the Owner on account of delay or default.

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 A 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, in preparing estimates of the cost of the Work,~~ 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. ~~F The 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 Construction Documents~~ as necessary to comply with the fixed limit; ~~if established as a condition of this Agreement. - The A one-time 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 or~~

ARBITRATION

~~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. The Owner shall have the right (the "License") to retain copies, including reproducible copies of the Architect's Drawings, Specifications and other documents for information and reference in connection with the rehabilitation, repair, maintenance, use, and occupancy of the Project. The Architect by its execution of this Agreement consents to the transfer of the License to any assignee in connection with an assignment of this Agreement permitted hereunder. Upon completion of the Architect's services under this Agreement or termination of this Agreement in the manner described in Article 8 below, such License shall become irrevocable. The Architect shall not be responsible for changes made to the Drawings and Specifications by anyone other than the Architect or for the Owner's or any assignee's use of the Drawings or Specifications without the participation of the Architect as provided in this Agreement, and the Owner or its assignee, as the case may be, shall hold harmless the Architect, its successor and assigns in the event any claims are brought against the Owner or the Architect by third parties based upon such use without the participation of 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.

Insert V: 6.3 The Architect will provide the Owner with three (3) paper copies of final Construction Documents, one reproducible copy and one copy of electronic files on CD media in the CAD software currently used by the Architect and Consultants. Providing electronic files in alternative formats, if requested by the Owner, will be an Optional Additional Service. The Owner recognizes that data, plans, specifications, reports, documents, or other information recorded on or transmitted as electronic media are subject to undetectable alteration or erasure, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, all electronic files delivered on electronic media are for informational purposes only and not as an end product. The Contractor will be provided with paper copies of Construction Documents. The Architect may provide electronic files of certain drawings to the Contractors at reasonable cost. The Owner agrees to waive all claims against the Architect resulting from the unauthorized alteration, misuse or reuse of the documents resulting from the acts or omissions of the Owner, and to hold the Architect harmless from all claims, damages, losses, and expenses, including, but not limited to, attorneys' fees, resulting from such unauthorized alteration, misuse or reuse of the documents.

ARTICLE 7

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.~~

Insert W: 7.5. All claims arising out of this Agreement which cannot be resolved by negotiation shall be resolved in any court of competent jurisdiction located in the Commonwealth of Massachusetts.

Insert X: 7.6. Prior to initiation of any legal proceedings, the parties to this Agreement may agree to submit all claims, disputes or controversies arising out of or in relation to interpretation, application or enforcement of this Agreement to non-binding mediation. Mediation shall be conducted under the auspices of the American Arbitration Association or other mediator as agreed to by the parties. The cost of mediation shall be paid equally by the parties. The party seeking to 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 proceedings to litigate such claim or dispute under the laws of the Commonwealth of Massachusetts.

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, and any budget established prior to such suspension shall be adjusted to reflect changes in the general level of prices in the construction industry during the period of such suspension.

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. If the Project is suspended by the Owner for more than 90 consecutive days, the Architect may treat such suspension as an abandonment by the Owner and may, upon not less than seven days' written notice to the Owner, terminate this Agreement, which shall be deemed a termination not the fault of the Architect.~~

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:

- 1 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~~ This Agreement shall be governed by the laws of the principal place of business of the Architect Commonwealth of Massachusetts.

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~~ 1987 edition.

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 to the project covered by any 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 the Architect shall each shall require appropriate similar waivers from their contractors, consultants and agents.

The foregoing waiver of subrogation shall be void and of no force and effect if and to the extent that it results in a reduction or denial of payment by the insurer under the terms of the applicable insurance policy

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 and incorporates the January 2003 Request for Proposals for these services. 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. The Owner agrees that it will include in its agreement with any contractor and/or construction manager the following clause: "The Owner and the Architect have acknowledged that nothing in the Architect's engagement implies any undertaking by the Architect for the benefit of or which may be enforced by the Contractor, its Subcontractors, or the surety of any of them; it being understood that the Architect's obligations are to the Owner and that, in performing such obligations, the Architect may increase the burdens and expense of the Contractor, its Subcontractors, or the surety of any of them. Neither the Contractor, any Subcontractor, nor the surety of any of them shall bring any civil suit or other legal action against the Architect arising out of or in connection with the Project."

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), freon, lead based paint, mold, 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.

~~10.2.1.1 Expense of transportation in connection with the Project;~~ Expenses in connection with previously 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.~~

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 or other costs incurred by the Owner 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-) 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.)

Stage 1 - Partial Design Development for SBA Submission: Lump Sum Fixed Fee of Four Hundred Thousand Dollars (\$400,000.00) for Basic Services.

Stage 2 - Design Development Completion, Construction Documents, Bidding & Award of Contract for Construction, and Construction Administration: Lump Sum Fixed Fee of Four Million Two Hundred Thousand Dollars (\$4,200,000.00) for Basic Services

Total Combined Lump Sum Fixed Fee of Four Million Six Hundred Thousand Dollars (\$4,600,000.00) for Basic Services.

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 be made as provided in Subparagraph 10.3.2 so that total the following percentages of the total Basic Compensation payable at the end of each phase shall equal the following amounts of the total Basic Compensation: (Insert additional phases as appropriate.)

Table with 3 columns: Phase Name, Amount, and Percentage. Rows include Schematic Design Phase, Final Design Development Phase, and Construction Documents Phase.

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Bidding or Negotiation Phase:	\$230,000	percent (%)
Construction Phase:	\$920,000	percent (%)
Total Basic Compensation	\$4,600,000	one hundred percent (100%)

Insert Y: 11.2.2.1 If the Bidding or Negotiation Phase has not commenced within 120 days after the Architect submits the completed Construction Documents to the Owner and the delay is not caused by the Architect, the Architect's compensation for the Bidding or Negotiation Phase and the Construction Administration Phase shall be adjusted to reflect changes in the general level of prices between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought. Such adjustment shall be based upon the Consumer Price Index (CPI) for the Metropolitan Boston area.

Insert Z: 11.2.2.2 Additionally, if the length of time elapsed between the submission of Construction Documents and the start of the Bidding or Negotiation Phase exceeds 120 days, there may be a need for certain pre-bid and pre-construction activities (i.e. - code review, familiarization process, product updates, etc.). The Architect shall be compensated as an Additional Service for any expense incurred in providing such activities.

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:

Hourly rates indicated in the attached Rate Schedule, in effect until December 31, 2003, and adjusted on an annual calendar year basis in accordance with the normal salary review practices of the Architect.

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.)

Hourly rates indicated in the attached Rate Schedule, in effect until December 31, 2003, and adjusted on an annual calendar year basis in accordance with the normal salary review practices of the 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 One and Fifteen One Hundredths (1.15) 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 One and Fifteen One Hundredths (1.15) 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 by 5/1/07, 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 Thirty (30) 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.)

Interest on unpaid balances - 8% per annum.

(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.)

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11.5.3. The rates and multiples set forth herein 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.)

12.1 The following services are hereby included as Basic Services under this Agreement:

12.1.1 Furniture and Educational Technology Equipment Design (seating, tables, desks, files, shelving, computer furniture, computers, computer peripherals, video distribution and display equipment, servers, routers, switches, and network systems -- all to be provided by vendors separate from the General Contractor). Basic Services include:

- (i) user interviews, including gathering data from School and Town departments for network design compatibility
- (ii) programming and space planning
- (iii) equipment budgeting, selection, and specification
- (iv) bid administration and recommend award of vendor contracts
- (v) managing installation, including coordination with vendors to clarify and confirm contract requirements
- (vi) review vendor submittals and substitution requests
- (vii) prepare time line and initial schedule for vendor installation
- (viii) provide documentation and assist the Owner's PM to schedule vendors' time at the site relative to building access, accept delivery of materials, and observe the on-going work of vendors at the site
- (ix) final inspection of the completed installation
- (x) review invoices, recommend payments, and document back-charges and credits for the Owner
- (xi) prepare punch list and conduct one (1) follow up inspection. (Refer to Paragraph 12.3.4.)

Basic Services do not include inventory of existing furniture or equipment, services associated with miscellaneous loose school equipment, furnishings or fixtures, and preparation of purchase orders,

12.1.2 Voice, Data, and Video (VDV) Infrastructure Design (cabling, receptacles, and telephone, intercom, public address, & clock system hardware and software -- provided as a part of the Work by the General Contractor's Electrical Subcontractor). Basic Services include:

- (i) user interviews
- (ii) programming and space planning
- (iii) systems budgeting, selection, and specification
- (iv) prepare bid documents
- (v) coordinate procurement, installation, inspections, payments, and punch lists as described in Articles 2.5 and 2.6

Basic Services do not include inventory of existing infrastructure, preparation of purchase orders, and services associated with any VDV Infrastructure that is not provided as part of work by the Electrical Subcontractor.

12.1.3 Services associated with assisting the Owner in preparing submittals to the Massachusetts Department of Education School Building Assistance required for funding of the Project.

12.1.4 Services associated with building commissioning, including the following:

- (i) determine Contractor requirements for systems operations
- (ii) review Contractor submittals, including shop drawings and record documents, for compliance with requirements
- (iii) observe systems start up, review testing and balancing reports, and advise on remedial action when appropriate
- (iv) review for compliance with requirements and forward to the School Department the Contractor's close out documents, including operations and maintenance manuals, warranties, and insurance change over certificates
- (v) coordinate Contractor's instruction of Owner's staff in proper systems operation
- (vi) coordinate delivery to the School Department of spare parts, special tools, replacement stock, keys, and similar items provided by the Contractor

12.1.5 Paragraphs 3.4.1, 3.4.6, 3.4.7, 3.4.9, 3.4.10, and 3.4.13 are deleted as Additional Services and are included as Basic Services under this Agreement.

12.2 Assignment of Rights for Services by Special Consultants

12.2.1 The Architect's services include the services of special consultants to provide site surveys, geotechnical engineering, special structural inspections during construction required under the Seventh (7th) Edition of the Massachusetts State Building Code, and hazardous materials abatement design and monitoring on behalf of the Owner as described in Paragraphs 4.5, 4.6, and 4.7. Such consultants shall be engaged by the Architect under agreements which shall be approved in writing by the Owner, the terms and conditions of which shall apply to the services performed by the Consultant. It is the intent of the parties that such consultants and not the Architect, shall be responsible for the technical efficiency of such services. To this end, the Architect hereby assigns to the Owner all of the Architect's right, title and interest in and to any claims which the Architect may have against such Consultant, along with the right to prosecute such claims, in the name of the Architect, but at the Owner's sole expense. The Architect's liability on account of acts or omissions of such consultants shall be limited to the amount, if any, actually collected from such consultants by the Owner on account of such acts or omissions. The Owner agrees to release the Architect and hold the Architect harmless with respect to liability of these specific consultants in excess of such collected amounts.

12.3 Specification Requirements

12.3.1 Specifications provided by the Architect shall include the requirement that the General Contractor and Subcontractors provide fully operational systems and adequate training for the Owner in the operation of equipment and systems, including testing, demonstrations, adjusting and balancing systems, and preparation of operation and maintenance manuals.

12.3.2 Specifications provided by the Architect shall include the requirement that the General Contractor and Subcontractors prepare 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 contractors, which shall become property of the Owner.

12.3.3 Specifications provided by the Architect shall include the requirement that services provided by the Architect and consultants to evaluate contractor product substitution requests or to review shop drawings or other project submittals which are required to be submitted more than two (2) times shall be paid for by the Contractor to the Owner and by the Owner to the Architect as an Additional Service hereunder.

12.3.4 Specifications provided by the Architect shall include the requirement that services provided by the Architect and consultants to conduct more than two (2) inspections of completed work for any portion of the work and any inspections beyond 65 days after the date of Substantial Completion of any portion of the work shall be paid for by the Contractor to the Owner and by the Owner to the Architect as an Additional service hereunder.

12.4 Indemnification

12.4.1 The Architect shall indemnify and hold the Owner harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs, and expenses to the extent caused by the Architect's breach of the Agreement or negligence of the Architect or the Architect's agents or employees. This express indemnification obligation shall expire on the date when a tort action may no longer be commenced against the Architect as provided in M.G.L. c. 260. s. 2B. Further, this express indemnification shall not apply to services described in Paragraph 12.2 above.

12.4.2 The Owner shall indemnify to the limit allowed by M.G.L. Chapter 258 and hold the Architect harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs, and expenses to the extent caused by the Owner's breach of the Agreement or negligence of the Owner or the Owner's agents or employees. This express indemnification obligation shall expire on the date when a tort action may no longer be commenced against the Owner as provided in M.G.L. c. 260. s. 2B.

12.4.3 Neither the Owner nor the Architect shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

12.5 General Liability Insurance

12.5.1 The Architect shall maintain general liability and valuable documents insurance within the limits specified in the certificates of insurance attached to this Agreement.

12.6 Professional Liability Insurance

12.6.1 The Architect shall at his own expense obtain and maintain a Professional Liability Insurance policy for errors, omissions or negligent acts arising out of the performance of this Agreement in a minimum amount of \$1,000,000.00 per claim.

12.6.2 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 promptly should coverage become commercially unavailable.

12.6.3 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 fifteen days prior to the intended effective date thereof, which date should be expressed in bid notice.

12.7 Worker's Compensation and Unemployment Insurance

12.7.1 Architect's employees, servants and agents shall be deemed not to be Owner's employees for either worker's compensation or unemployment insurance purposes.

12.8 Massachusetts Public Construction Laws

12.8.1 The Architect shall thoroughly acquaint his employees and Consultants with all provisions of the General Laws governing the conduct of public construction projects, including but not limited to M.G.L. c.149, and c.30, and in particular, M.G.L. c.30, Section 39M, wherein the description of material specifications and proprietary items in construction bid documents is governed.

12.8.2 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.)

12.8.3 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).)

12.8.4 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).)

12.8.5 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).)

12.8.6 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 an audited financial statement as required by subsection (d) of said section thirty-nine R. (Statutory reference: M.G.L. c.7, s.38H(e)(iv).)

12.8.7 The Architect shall maintain all books, records and accounts related to the Project in compliance with the following:

- 1 The Architect shall make, and keep for at least six years after final payment, books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the Architect.
- 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 Architect or of its consultants that directly pertain to, and involve transactions relating to, the Architect or its consultants.
- 3 The Architect 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 Architect's description, the date of the change and reasons therefor, and shall accompany said description with a letter from the Architect's independent certified public accountant

approving or otherwise commenting on the changes.

.4 The Architect 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 Architect 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 as set forth in subparagraph 12.21.8 below.

.6 The Architect shall file with the Owner a statement of management as to whether the system of internal accounting controls of the Architect 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 maintain accountability for assets;

(c) access to assets is permitted only in accordance with management's general or specific authorization; and

(d) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any difference.

.7 The Architect 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 representation of management in response to this paragraph and paragraph 12.21.6(b) above are consistent with the result of management's evaluation of the system of internal accounting controls; and

(b) whether the representatives of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the Architect's financial statements.

.8 The Architect 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 shall 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 or filed in compliance with the provisions of this paragraph 12.21 shall not be public records and shall not be open to public inspection, except as provided in subparagraph 12.21.2.

(Statutory reference: M.G.L. c.30, s.39R.)

12.8.8 The Architect and its consultants shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the Architect in the preparation of bid documents, as reasonably determined by the Owner. (Statutory reference: M.G.L. c.7, s.38H(j).)

12.8.9 Life-cycle cost estimates for the Project shall be obtained at an initial stage and as a regular part of the services to be performed under this Agreement. (Statutory reference: M.G.L. c.149, s.44M.)

12.8.10 The Architect hereby certifies under penalties of perjury that the Architect has complied with all laws of the Commonwealth of Massachusetts relating to taxes. (Statutory reference: M.G.L. c.62C, s.49A.)

12.9 Owner's Approval or Payment for Services is Not A Waiver of Rights

12.9.1 Neither the Owner's review, approval or acceptance of, nor payment for any of the services furnished shall be construed to operate as a waiver of any rights under the Agreement or any cause of action arising out of the performance of the Agreement.

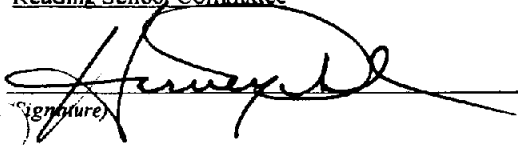
12.10 Authorization to Proceed

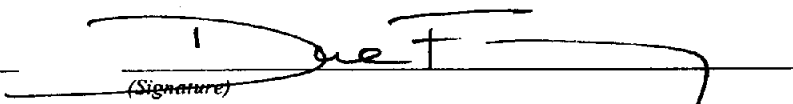
12.10.1 The Architect is hereby authorized to proceed with the services defined herein and in Exhibit A as Stage 1 - Partial Design Development for SBA Submission for the amount stated in Paragraph 11.2.1 above. Subsequent services may be authorized only by written amendment to this Agreement.

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

OWNER
Reading School Committee

ARCHITECT
Design Partnership of Cambridge, Inc.


(Signature)


(Signature)

Harvey Dahl, Chair
(Printed name and title)

David Finney, President
(Printed name and title)

Insert AA: I certify that an appropriation in the amount of \$4,600,000.00 has been made and is available for compensation to the Architect for the Project.

Insert AB: By: Richard P. Foley Date: 7/17/03

Insert AC: Elizabeth Klepeis, Town Accountant
RICHARD FOLEY

Insert AD: Approved as to Form and Manner of Execution

Insert AE: By: Joan E. Langsam Date: 7/16/03

Insert AF: Joan Langsam, Town Counsel

July 10, 2003

Exhibit A

Exhibit A consists the following parts:

Project Description
Description of Basic Services and Expenses
Project Team
Project Schedule
Fee Breakdown

PROJECT DESCRIPTION

The project includes the reorganization and renovation of the 1970 areas of Reading Memorial High School (Science Wing, Library Wing and Field House) and replacement of the 1953 areas with new facilities to meet educational program requirements. The design will be based on a schematic design for the project developed by Flansburgh and Associates, as represented in drawings dated 12/19/03. The total estimated project cost is \$54,000,000.

Basic Services will be provided in two stages: 1) partial design development for SBA submission and 2) DD completion, preparation of construction documents, assistance with bidding and construction contract award, and construction administration. Preliminary design and the educational specification are due to be presented to the School Committee for approval in May 2003, with final design and construction documents completed by February 2004, ready for bidding. Construction Administration services are expected to occur from May 2004 through October 2006 and will be phased to accommodate on-going instructional needs. We are prepared to meet the School Building Assistance (SBA) grant application submission deadline for June 2003. The attached Project Schedule identifies critical project dates and durations for each phase of service.

The enclosed Agreement includes the services described in your Request for Proposals of January 2003 and as further defined below. For architectural and engineering services in stage 1) above, the fee is the fixed amount of \$400,000, including designated expenses. For the balance of services, stage 2) above, the fee is the fixed amount of \$4,200,000, including designated expenses, for a total combined fee of \$4,600,000. Refer to the attached Fee Breakdown for details.

As initially executed, this contract will only authorize the stage 1 services for a fixed fee. Authorization of subsequent services under this contract will be contingent on the School Committee's approval to proceed. The fee for those services will remain fixed at the amount stated here provided the scope of the project and the schedule remains substantially the same as they are now. We understand that the primary goal of our work in stage 1 is to plan, design, draw, and budget a scope of work for the project sufficient to present to the School Committee for design approval and then submit to SBA as part of a June 2003 grant application. To this end, our proposed scope of Stage 1 services is as follows:

DESCRIPTION OF BASIC SERVICES AND EXPENSES

Stage 1 - Partial Design Development for the SBA Submission

1. Meet, as needed, with the School Committee, School Department staff, and other town departments to understand the project and review designs.
2. Conduct a detailed inspection and survey of existing conditions. The survey will allow development of detailed renovation scopes of work for the building. Conduct site survey and soil investigations as required confirming existing conditions and regulatory limitations at the site. Conduct investigation of likely hazardous materials present at the site and development of abatement strategies.
3. Review programmatic needs, including conducting interviews with school administration, teachers and staff refine educational specifications for the new School.
4. Prepare partial design development plans to describe the size and character of the project as to architectural, structural, landscape, civil, food service, mechanical, and electrical systems, materials and such other elements as may be appropriate.
5. Prepare furniture layouts for instructional spaces and preliminary furniture and equipment scopes of work.
6. Working with the School's technology director and the Superintendent, develop a preliminary educational technology and telecommunications plan for the project, including a proposed scope of work.
7. Review findings of investigations and the proposed plan with public safety, public works, historical, conservation, planning, and other regulatory agencies as appropriate. Confirm the plan as proposed is likely to be approved, upon filings and public hearings as required. Seek regulatory agency sign-offs required for the SBA grant application.
8. Prepare phasing and occupancy plans sufficient to confirm anticipated construction duration of each proposed phase.
9. Prepare a detailed cost estimate and recommendations for alternatives for review by the School Committee.
10. Submit a preliminary plan and educational specification to SBA. Review the proposed project with SBA staff.
11. Prepare an SBA grant application for the project by assembling documents prepared by both Design Partnership and the Reading School Department. After review with the Superintendent, deliver the submission to the Department of Education by June 2003.

Upon a separate authorization to proceed by the School Committee, the following Stage 2 services are proposed:

Stage 2

Design Development Completion

1. Meet, as needed, the School Committee and School Department staff to review the progress and scope of the project.

2. Prepare final design development plans to fix the size and character of the project as to architectural, interior, structural, landscape, civil, food service, mechanical, electrical and telecommunications systems, materials and such other elements as may be appropriate. Prepare design options for various proposed plan refinements. Confirm utility services are available to the site in sufficient capacity to accommodate anticipated service loads from the proposed project. Drawings shall include plans, sections and elevations. Illustrative drawings necessary to convey the overall nature of the project are included.
3. Provide hazardous material, survey, soil investigation and other consultants needed to evaluate existing conditions and recommend appropriate courses of action. Refer to attached Fee Breakdown for details.
4. Develop a comprehensive construction phasing plan that incorporates systems phasing as well as space phasing.
5. Prepare a detailed cost estimate and recommendations for alternatives at 80% completion of this phase.

Construction Documents

6. Prepare construction drawings, specifications, and schedules setting forth in detail requirements for construction of the project.
7. Meet as needed with officials from each of the following regulatory agencies to seek approval of the project: Police, Fire, Health, Public Works, Planning, Conservation, Historic Preservation and Building authorities.
8. Assist with selection and prepare specifications for furniture and educational technology equipment.
9. Prepare detailed cost estimates and recommendations for bid alternates at 50% and 80% completion of this phase.
10. Assist with filing documents required for approval of regulatory agencies for the project.

Bidding and Award of Contract for Construction

11. Administer the public bid process, including the Filed Sub-bid process, in accordance with Massachusetts statutes.
12. Distribute bid documents and addenda to prospective bidders as required to allow receipt of filed-sub bids and general contractor bids.
13. Prepare bid tabulations and recommend award of the contract for construction. Draft the Agreement Between Owner and Contractor.
14. Provide 200 printed sets of bid documents. After bidding bid documents will be collected and reused by the Contractor(s) for construction of the project.

Construction Administration

15. Meet as needed with School Department staff, to review progress and quality of construction. Meet as needed with the School Committee to discuss construction progress and issues.

16. Provide construction administration services during construction, as described in Article 2.6 of the enclosed Agreement Between Owner and Architect.
17. Meet at the site weekly with Owner and Contractors' representatives to review progress and work completed and to discuss construction issues.

Expenses

Expenses included as part of the fee for Basic Services are the cost of plotting, reproductions, postage, and handling of drawings and other documents associated with design, bidding and construction services for the project.

PROJECT TEAM

The following individuals shall be assigned to the Project and shall remain personally involved in the Project conditions from inception to final completion, except for causes beyond the firm's control:

David Finney, AIA – Principal in Charge

Keith Hoffses, AIA – Project Manager

Reading Memorial High School

7/10/03

FEE BREAKDOWN

Renovation & selective demolition	150,000	SF
New Construction:	145,000	SF
Total Building Area:	295,000	SF
Building to be Demolished:	177,000	SF
Design Enrollment (students):	1,480	

1. A "bare bones" Basic Services, per the 1987 AIA B141 contract form (unmodified), includes the following:

Architectural
Structural
Mechanical
Electrical

Total Cost of Services:

\$ 3,458,394

2. More normal Basic Services for Massachusetts school projects would also include the following:

Existing Conditions Documentation
Demolition Drawings
Phasing & Occupancy Plans
Site / Civil Engineering (No WWTF)
Landscape Architecture
Food Service Design
Cost Estimating (2 @ DD / 2 @ CD)
Acoustical Design
Theatrical/Studio Design
Evaluation of Change Proposals and Preparation of Change Orders
Programming
Detailed Education Specification (Mass DOE - SBA)
Coordination w/ Mass Dept. of Education (including grant application)
Conservation Commission, Planning, & Historic Reviews
MEPA Environmental Notification Form
Coordination w/ Regulatory Agencies (Police, Fire, BOH, DPW)
HazMat Investigation & Design
Hardware Consultant
Lighting Design
Model / Rendering
Security Design
Graphics (signage only)
Mass Chapter 149 Requirements
Peer & Constructability Reviews
Meetings as needed w/ School Department - DD, CD, Bid, Award, & CA
Meetings as needed with School Committee - DD & CD Phases
Full administration of Mass public bid process
Coordination with Construction Manager (Art. 3.4.9)
Expanded CA Phase Services (Article 2, Section 2.6 and Multiple Phases)
Weekly construction progress meetings - Construction Phase (130 meetings)
Monthly Meetings with School Committee - Bid, Award & CA Phases
Credit for work by preceding architect toward completion of schematic design.

Total Cost of Services--1. & 2. Above:

\$ 4,201,000

3. Our Proposed Scope of Basic Services also includes the following (which are normally additional services) within the lump sum fee:

Traffic Engineering
Geotech Investigation, Borings & Engineering
Site Survey & Wetlands Delineation
Design, bid documents, manage bidding, manage installation, inventory new for:
Furniture
Education Technology Equipment
VDV Infrastructure
Special Structural Inspections (per Mass Code)
MEP narratives (per Mass Code)
Building commissioning consisting of managing normal and customary requirements for project close out (Refer to Article 12.1)
Progress printing & plotting, shipping & travel Expenses
Plotting & Printing 200 Bid Sets
Total Cost of Services--1, 2. & 3. Above:

\$ 4,600,000

Reading Memorial High School

7/10/03

Services not included in our proposed scope and fee but available at additional cost include the following:

Materials testing during design & construction

Geotech engineering inspections and analysis during construction

Hazardous material abatement monitoring during construction

Indoor air quality monitoring during construction

Structural peer review (per Mass Code)

Revisions to completed drawings caused by design changes initiated by others, except as provided in Article 5

Services provided beginning 65 days after either Substantial Completion of the Work by the Contractor or 5/1/07, whichever occurs earlier

Purchase, delivery scheduling, or installation of loose school supplies and miscellaneous equipment, except as provided in Article 12.1.

Extensive building commissioning - beyond services described in 3. above

ACORD CERTIFICATE OF LIABILITY INSURANCE		CSR KM DESIG-1	DATE (MM/DD/YYYY) 07/07/03
PRODUCER Poole Professional Ltd. 401 Edgewater Place, Suite 180 Wakefield MA 01880 Phone: 781-245-5400 Fax: 781-245-5463		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Design Partnership Cambridge 500 Rutherford Avenue Charlestown MA 02129		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: St Paul Fire & Marine Ins. Co.	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

RSTR ADD'L LTR INSUR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	BK01413364	06/02/03	06/02/04	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BK01413364	06/02/03	06/02/04	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
					BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	BK01413364	06/02/03	06/02/04	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS BELOW	WVA2444603	05/01/03	05/01/04	<input type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	OTHER Office Package Policy	BK01413364	06/02/03	06/02/04	Valuable Papers \$300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CANCELLATION

PROP-0

FOR PROPOSAL USE ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 Thomas M. Mullard

Design Partnership of Cambridge, Inc.

Rate Schedule

2003

<u>Category</u>	<u>Hourly Rate</u>
Executive Principal	\$200.00
Principal	\$175.00
Project Manager/Associate.....	\$150.00
Construction Administrator/Field Personnel.....	\$135.00
Project Architect.....	\$125.00
Computer/Technology Designer.....	\$110.00
Project Designer.....	\$100.00
Interior Designer.....	\$90.00
Senior Draftsperson.....	\$90.00
Draftsperson.....	\$85.00
CADD Drafter.....	\$80.00
Support Staff.....	\$65.00