

# omr architects<sub>inc</sub>

543 Massachusetts Ave, West Acton, MA 01720  
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## Proposal Request #15

March 14, 2011

### Reference

Contract for Designer Services between the Concord Carlisle Regional High School and OMR Architects Inc.

### Scope of Work

Professional services proposed by Building Enclosure Associates for building envelope consulting services during the construction documents phase and through construction administration. Refer to attached Building Enclosure Associates proposal dated February 8, 2012.

### Proposed Lump Sum

Building Envelope Consulting for CD's thru CA - not to exceed fee:	\$46,400.00
OMR 10%:	<u>\$4,640.00</u>
Total Proposed Fee	<b>\$51,040.00</b>

ARCHITECT  
OMR Architects Inc.

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

Martin A. Kretsch, AIA, LEED AP, Principal  
*Printed Name and Title:*

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



February 10, 2012

Lisa Pecora-Ryan, Architect, LEED® AP  
OMR Architects  
543 Massachusetts Avenue  
West Acton, MA 01720

**RE: Proposal for Building Envelope Consulting Services**  
Concord Carlisle High School  
500 Walden Street  
Concord, MA

Dear Lisa:

Thank you for providing Building Enclosure Associates the opportunity to submit a proposal for consulting services on the above referenced project.

It is our understanding The School Building Committee for the Concord Carlisle High School has asked OMR Architects to distribute the a RFP for building envelope services for the new Concord Carlisle High School project. The 240,000 g.s.f four story building is currently mid way through the design development phase. The construction document phase of this project is due to begin in early April and final bid documents would be issued on November 1<sup>st</sup> 2012.

We have reviewed your RFP and pleased to advise that we provided the identical services to those requested for the Concord Carlisle High School on the Wayland High School project. The services on this project were provided through HMFH Architects and we encourage you and the Committee members to discuss our performance with the Project Manager, Maria Mulligan (Tel: 617-844-2133).

Our firm also provides Building Enclosure Commissioning services directly for MSBA and other Consultants. We currently have under contract, in excess of 40 schools on which we are providing a majority of the services being requested for the Concord Carlisle High School.

Attached is the completed RFP Bid Form with budgets for the various tasks as well as our current Schedule of Rates.

Please note that the fees for the Fenestration testing are based on the Contractor providing interior and exterior access as well as a source of water and power at the test locations.

Means and Methods of Construction as well as worker safety programs and precautions are the sole responsibility of the Owner and not within the scope of our responsibility or control.

**Proposal for Building Envelope Consulting Services**

Concord Carlisle High School

500 Walden Street

Concord, MA

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Invoices will be submitted on a monthly basis and due upon receipt. Invoices outstanding forty-five (45) days will be subject to collection costs which will include court costs, attorney's fees, and interest on unpaid balances at a rate of 12% per annum all of which will be added to the invoice amount.

If you wish to retain our services and agree with the scope of work detailed herein and Conditions of Engagement attached hereto, please return a cosigned copy of this proposal, and contract to this office.

We trust that this proposal meets your requirements. Please do not hesitate to call if you have any questions.

Yours very truly,  
Building Enclosure Associates

Accepted By:

Michael Velji  
Principal-In-Charge

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

Encls:  
Completed RFP Bid Form  
Schedule of Rates

**Proposal for Building Envelope Consulting Services**  
Concord Carlisle High School  
500 Walden Street  
Concord, MA  
February 10, 2012  
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**CONDITIONS OF ENGAGEMENT**

Services provided by Building Enclosure Associates and/or VP Consultants, LLC under this Agreement are subject to the following Conditions of Engagement. The Client hereby agrees to all Conditions of Engagement as follows:

**DEFINITIONS**

Building Enclosure Associates and/or VP Consultants, LLC is referred to as the "Consultant" and is an entity providing building envelope waterproofing consulting services. The term "Consultant" means Building Enclosure Associates and/or VP Consultants, LLC (VPC) and its agents, servants, employees and authorized representatives. The "Client" is the person or entity engaging the Consultant to render consulting services.

**ACCESS TO WORK**

The Consultant shall at all times have access to the Work wherever it is in preparation or progress. The Client shall provide or arrange for access for Consultant, its consultants and sub-contractors and all equipment necessary to Consultant, its consultants and sub-contractors to perform services. The Client understands that in the normal course of work, some damage, such as interior damage from exploratory demolition or water testing, may occur. The Consultant and its consultants and sub-contractors will make reasonable efforts to avoid or minimize damage but correction or restoration of damage that may occur shall not be or become the obligation of Consultant or its consultants or sub-contractors, unless otherwise agreed in writing.

**UNFORESEEN OR UNKNOWN CONDITIONS**

The Client understands that renovation and restoration services often involve unforeseen or unknown conditions, including various conditions within the walls, floors, window frames and windowsill areas and other areas of an existing structure. Conditions are not always discoverable before actual construction commences and may not be reasonably amenable to full-scale testing and evaluation. The Consultant's services shall be provided to assist the Client in making changes to an existing facility for which the Client shall furnish, in a timely manner, documentation and information upon which the Consultant may rely for its accuracy and completeness. The Consultant shall not be required to perform or have others perform testing or to review unforeseen or unknown conditions beyond any set forth in the Client approved scope of services.

Client recognizes that scope of services to be rendered by the Consultant is limited to those building elements and matters described in the scope of services. Client also recognizes that conditions may vary from those encountered at locations where any limited tests and /or explorations are made by Consultant, and that the data, interpretations and recommendations of the Consultant are based solely on the information available to it and on any limited testing and exploratory work performed. Consultant shall not be responsible for the interpretations made by others of the information developed.

**HAZARDOUS MATERIALS AND TOXIC SUBSTANCES** *(Building Enclosure Associates and/or VP Consultants, LLC does not carry insurance for hazardous materials or toxic substances)*

Consultant and its consultants and sub-contractors shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form, including but not limited to mold, toxic mold, asbestos and lead, at the Project site. If the Consultant or its consultants or sub-contractors are required to perform services related to, or encounter, release, disturb or otherwise effect, touch or are exposed to, at the Project site, hazardous materials or toxic substances in any form, the Client agrees to defend, indemnify and hold harmless the Consultant, its consultants and sub-contractors, and their officers, agents, servants and employees from and against any and all claims, demands, suits, actions, legal or administrative proceedings, damages, liabilities, losses, judgments, recoveries, costs and expenses, including reasonable attorneys fees and expert fees, arising out of or resulting from services related to, or the presence of, hazardous materials or toxic substances in any form.

**STANDARD OF CARE**

The Client understands that the Consultant has a duty to perform all services of this Agreement consistent with ordinary and reasonable skill usually exercised by members of the same profession practicing currently under the same or similar circumstances. The Consultant makes no warranties, either express or implied, with respect to the services provided under this Agreement. No terms or conditions agreed upon by Client and Consultant shall create a contractual relationship with or a cause of action in favor of a third party against either.

**LIMITATION OF LIABILITY**

The officers, agents, servants and/or employees of the Consultant, their sub-consultants, and subcontractors, shall not be jointly, severally or individually liable for any loss, cost, claim, expense, fee, injury, damage, or liability arising or resulting from the services provided or work completed under this Agreement. The Consultants' total liability to the Client with respect to this project for any loss, cost, claim, expense, fee, injury, damage, or liability resulting from error, omission, or other failure to perform Consultants' services is limited to 10% of the Consultants' total fee stipulated under this agreement.

**SUBPOENAS AND COURT ORDERS**

The Client is responsible for payment of time charges, attorney's fee and other expenses resulting from a required appearance or response to subpoenas or court orders issued at the request of any party concerning any part of services provided by the Consultant under this proposal/contract. Charges are based on billing rates in effect at the time of response by the Consultant.

**INDEMNIFICATION**

Client agrees to defend, indemnify and hold harmless the Consultant from any loss, expense, damage, or liability arising from performance of services and work for Client by Consultant except to the extent such loss, expense, damage, or liability is caused by any negligent act, error or omission of Consultant its agents, employees, contractors, subcontractors or consultants. Means and Methods of Construction and compliance to all safety regulations are the sole responsible of the Contractor.

**Concord Carlisle High School**

New Construction Project

February 8, 2012

**RFP for Building Enclosure Consulting Services**

**Architectural Drawings and Specifications: \$ 12,500.00**

This phase will include a limited review of the 100% complete bid set of design documents for various building enclosure elements such as windows, curtain wall, walls, roofs along with their corresponding weatherproofing details and interfaces.

The deliverables shall be as follows:

- Provide marked up set of design documents with comments in digital format;
- Provide memorandum/report with itemized list of recommended revisions or comments on various building enclosure details and specifications;
- Meeting(s) with Design Team to review comments (minimum of 2 meetings)
- Review of 60% and 90% Construction Documents and Specifications and prepare memorandum on additional items identified or recommendations not carried through.

**Shop Drawing Review: [Note: Fee based on approx.25 Hours of review time] \$ 4,500.00**

Review of submittals and Shop Drawings assuming that an initial review will be performed by the Architect. The deliverables shall be as follows:

- One set of comments on Shop Drawings and Submittals for various exterior enclosure elements with follow-up revisions and comments on submittals to be performed by Architect.
- Review shop drawings for curtainwall details and flashing and provide written comments

**Exterior Coordination Meetings and Construction Observations: 18 visits \$ 15,000.00**

Site visit(s) to evaluate building envelope mock-up;

Site visits shall be made to evaluate the progress and quality of the work and to determine if the work, when completed, will be in accordance with the contract documents. A field report will be issued following each site visit.

**Fenestration Testing: 6 half day visits (min.) \$ 14,400.00**

Perform a minimum of 6 half day visits for field testing on typical fenestration assembly in accordance with ASTM and AAMA requirements to the test pressures specified in the project manual and issue a report on the results of testing.

*[Please note: Half day rate is based on 1 hr travel R/T and 3 Hours on Site. Additional Hours will be billed at \$300.00/Hr. for a two man crew. Full Day rate is \$3,000.00/test day]*

Note: Prints, travel, and all other expenses should be accounted for in the overall fee. No reimbursable expenses will be allowed on this project.

**Total Fee \$ 46,400.00**



### 2012 Schedule of Rates:

Principal Engineer/Architect	\$175.00/Hr.
Project Manager/ Senior Consultant	\$155.00
Field Engineer/Consultant	\$135.00
Field Technicians	\$105.00
CAD Operator	\$75.00
Clerical	\$50.00
Reimbursable Expenses	Cost + 10%

#### Other Services:

Legal Support Projects	Rates + 20%
Expert Testimony Services	Rates + 50%
Field Tests of Windows and Doors	Quotes Upon Request
Specialized Testing/Analysis	Quotes Upon Request

#### Payment Terms:

*Invoices will be submitted upon completion of each phase of the project or on a monthly basis and are due upon receipt. Invoices outstanding forty-five (45) days will be subject to collection costs which will include court costs, attorney's fees, and interest on unpaid balance at a rate of 12% per annum all of which will be added to the invoice amount.*