



February 18, 2022

Kevin Heyden  
Facilities Manager  
Foxborough Regional Charter School  
131 Central Street  
Foxborough, MA 02035

**RE: Letter Form of Agreement  
Foxborough Regional Charter School  
Middle School Roof Replacement  
131 Central Street, Foxborough, MA 02035**

Dear Kevin:

We look forward to working with you and the people at Foxborough Regional Charter School, (the Owner).

**PROJECT DEFINITION:**

The Project is generally limited to the review of existing conditions and the design of a new roof system at the Foxborough Regional Charter School – Middle School, located at 131 Central Street, Foxborough, MA. The roof has an approximate area of 55,000 s.f., with a combination of flat and low sloped roofs, over several different roof elevations. The existing roof material is a combination of EPDM membrane roofing and tar/gravel built-up roofing. The Project scope includes removal of the existing roofing and insulation (down to the existing roof deck, which is assumed to remain) and replacement with a new roofing system including new insulation (with an R-value to meet energy code), cover board, and membrane.

To the extent possible, existing rooftop mechanical equipment, and systems will remain. Where required to be adjusted due to the new roof, existing rooftop items will be removed, raised, and reinstalled, including new roof supports. It is assumed that the existing roof drains will be need to be replaced at all existing locations. New overflow drains are not included in the scope of basic services. If required, the design of overflow drains will be an additional service. All of the existing roof edge coping will be removed and replaced with new roof edge coping. The new coping will be slightly taller than the existing to accommodate the increased depth of the new roofing system. It's also assumed the existing metal panels at the raised portions of the building, will need to be

modified/replaced to accommodate the new roof thickness and the required minimum height for roof membrane flashings.

The Owner intends to have the Project constructed over the summer of 2022 and it is intended to be bid to multiple contractors. The Owner has established a preliminary construction budget of +/- \$2,000,000 for the project.

### **SCOPE OF BASIC SERVICES:**

Vision 3 Architects (Architect) will provide architectural services for the Project. Basic Services will not include the services of engineering consultants.

We have included optional additional service fees for the inclusion of mechanical, electrical, plumbing and structural engineering as indicated below, and in the fee section.

### **PREDESIGN:**

Basic Services during this phase include:

1. Initial meeting with Owner to review existing conditions and determine the project objectives.
2. Field verification and observation of existing conditions area by representatives of all consultants. Field work will be based on existing conditions information provided by the Owner.
3. Collection and preliminary review of pertinent project information, i.e. applicable codes, regulations, design criteria, etc.
4. Preparation of an existing conditions roof plan.
5. The Architect will review and coordinate project scope with Owner provided coring information.

### **SCHEMATIC DESIGN:**

Basic Services during this phase include:

1. The Architect shall review the information collected and prepared during Pre-design to determine the requirements and design direction for the Project.
2. Make recommendations to the Owner for the most prudent design direction including equipment, and system relocations and adjustments.
3. Based on the Owner's scope of work, additional roof insulation is required to be added to the roof, some of the existing rooftop mechanical equipment, supports, etc. will need to be raised. We have proposed Building Engineering Resources as Mechanical (HVAC) and Electrical Engineers to assist us in the scope of this work as an optional additional service.
4. The Schematic Design shall establish and describe the approved design direction and shall consist of product data and other documents in adequate detail, for the Owner to obtain a construction cost estimate for the proposed work. It is our understanding the Schematic Design Cost Estimate, if required, will be prepared by the Owner's separate consultant.

5. Architect shall attend up to one (1) meeting to review the Owner provided Schematic Design Cost Estimate.

**CONSTRUCTION DOCUMENTS:**

Basic Services during this phase include:

1. Based on the Owner's approval of Schematic Design documents, and on the Owner's confirmation of a construction budget, the Architect shall prepare Construction Documents to communicate the desired results of the Project, and documents in sufficient detail to allow the Client to receive competitive bids for the Work described. Documents will be suitable for permitting.
2. The Architect shall communicate with the Client's independent consultants, if any, and shall coordinate work with the plans and specifications developed by any such consultants if they are made available to the Architect in a timely manner.
3. Project specifications will be included on the drawings.

**BIDDING ASSISTANCE / CONSTRUCTION PHASE SERVICES:**

The Architect shall provide, as part of Basic Services, Project Administration during bidding and construction for those items included within the Scope of the Architect's Work.

Project Administration shall consist of the following:

1. Attend one (1) pre-bid meeting with the Client.
2. Provide assistance for Construction Document clarification during bidding.
3. Provide in-office interpretation of Construction Documents necessary for the proper execution of the Work during construction.
4. Process shop drawings and other submittals from contractor for work as specified on Construction Documents.
5. Visit the site at intervals appropriate to the stage of construction, or at the request of the Client to determine, in general, if the Work is proceeding in accordance with Contract Documents. Field visits performed as part of Basic Services shall be limited to four (4) monthly visits and one Final Punch List visit by the Architect. Optional additional services of engineering consultants will include one (1) visit by the structural engineer and two (2) by the MEP engineer.

**ASSUMPTIONS:**

The following assumptions relate to the performance of Basic Services:

1. Attendance at Planning, Zoning, or other special meetings/hearings; and, preparation of any supplemental documentation for same are not included.

2. Cost estimating is not included as part of Basis Services. It is assumed these services will be provided by the Owner.
3. Existing building assessment for compliance with current codes outside of the area of renovation is not included, nor are any services related to "non-work" areas that are, or may be required to be brought up to current Building Code standards.
4. Civil engineering and fire protection services are not included.
5. Structural, mechanical, electrical and plumbing engineering services are not included as part of basic services. If approved by the Owner, these services can be provided as optional additional services as noted in the fee section of the agreement.
6. Specification information will be included on the drawings.
7. Services related to the detection or removal of hazardous materials are not included.
8. Services related to the specification of furnishings and equipment are not included.
9. Services related to LEED design and certification are not included.
10. Revisions to completed Construction Documents for the purpose of reducing construction costs are not included.
11. Separate drawings packages for bidding, permitting and construction are not included; we anticipate one package at the completion of the Construction Document phase. If separate packages are required, they can be provided upon request for an Additional Service.
12. Design of mechanical equipment screens, if desired or required by local planning or zoning regulations, shall be an Additional Service.
13. Phased drawing packages and/or construction phase services are not included.
14. Value engineering services; including meetings, recommendations, and document revisions are excluded.
15. Services related to the development of a construction impairment plan for the fire protection and fire alarm systems or any requirements to meet NFPA 241 Standard for Safeguarding Construction, Alteration, and Demolition Operations, are not included.
16. It is our understanding that sample roof cores have been performed and a report has been generated. We assume that information will be available for the Architect's use in designing the new roofing system, and any additional sampling or exploratory investigation will be provided by the Owner.
17. The assumed construction duration for the Project is sixteen (16) weeks. If construction extends beyond the assumed duration, the Architect will prepare an additional services supplement for an extension of Construction Phase services.
18. Due to global health concerns regarding the Coronavirus, and the effects the pandemic is having on our business, our employees, and the disruption to our performance of services, we are unable to guarantee completion of services (or individual phases thereof) within a stated timeline. We will endeavor to perform services in a timely manner, as expeditiously as is consistent with the Architect's Standard of Care and the orderly progress of the Project.
19. For the near future, project meetings shall be held remotely via Zoom or other web-based meeting technology.

20. During the pandemic, construction site visits will be performed in-person to the extent possible, assuming that site conditions allow for field visits to occur in compliance with CDC Guidelines and state Department of Health requirements. If site conditions do not accommodate in-person visits, they will be performed virtually.

**COMPENSATION:**

**REIMBURSABLE EXPENSES:**

Reimbursable expenses are out-of-pocket costs incurred by the Architect and the Architect's consultants during the course of the Project and include: travel, printing, express mail, CAD plots, etc. Reimbursable expenses are billed at 1.15 times the actual cost for same to the Architect.

**PAYMENTS:**

Billing is based on the percentage complete of Basic Services, plus payment for Reimbursable Expenses and authorized Additional Services. Payment in full is due upon receipt of invoice. Please note, payments past due more than forty-five (45) days from the date of original invoice will be charged interest at the rate of 1½% per month on the unpaid balance.

**FEE:**

We propose a fixed fee as outlined in the options below for performance of Basic Services as indicated herein. Payments for Basic Services during each phase shall be as follows:

Design-Build MEP Option

Predesign	
Architect	\$ 4,270
Code Consultant Allowance	\$ 2,200
Schematic Design	
Architect	\$ 8,290
Construction Documents	
Architect	\$ 32,680
Construction Phase Services	
Architect	\$ 17,130
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	Total Fixed Fee for Design-Build Option <b>\$64,570</b>

Optional Additional Services with Engineering Consultants

Predesign	
Architect	\$ 4,270
MEP Engineers	\$ 5,500
Code Consultant Allowance	\$ 2,200
Schematic Design	
Architect	\$ 8,290
MEP Engineers	\$ 4,125
Construction Documents	
Architect	\$ 32,680
MEP Engineers	\$ 13,750
Structural	\$ 1,650

Construction Phase Services		
Architect		\$ 17,130
MEP Engineers		\$ 6,875
Structural		\$ 550
Total Fixed Fee inclusive of Engineering Consultants		<b>\$97,020</b>

### **ADDITIONAL SERVICES**

Any services not included as part of Basic Services are Additional Services, and must be pre-authorized by the Owner before performance of same. Additional Services of the Architect are billed at the Architect's standard hourly rates for the personnel involved.

Additional Services of consultants are billed at 1.1 times amounts billed to the Architect for same. Hourly rates for services of the Architect and the Architect's consultants as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices.

If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated for as Additional Services. The Architect shall notify the Owner in writing at the time of implementation of this provision of the Agreement.

### **HOURLY RATES:**

The following are the Architect's standard hourly rates:

Principal	\$205 / hour	Senior Interior Designer	\$120 / hour
Associate Principal	\$175 / hour	Staff Architect	\$110 / hour
Senior Associate	\$175 / hour	Interior Designer	\$110 / hour
Associate	\$145 / hour	Senior Job Captain	\$105 / hour
Studio Director	\$145 / hour	Job Captain	\$95 / hour
Senior Project Manager	\$135 / hour	Architectural Designer	\$85 / hour
Project Architect	\$120 / hour	Intern	\$50 / hour
Project Manager	\$120 / hour		

**CLOSING:**

If this Agreement meets with your approval, please sign and return a copy for our files. We will require a signed copy of this Agreement to begin work. If you have any questions, please call...we look forward to working with you.

Sincerely,

VISION 3 ARCHITECTS



Paul M. Hauser, AIA, NCARB, LEED AP.  
Principal

For Foxborough Regional Charter School:

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By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Refer to attached General Provisions for additional Terms and Conditions of this Agreement.

**INVOICING INFORMATION**

*This section shall be completed by the Owner.*

Contact Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Billing Address: \_\_\_\_\_  
\_\_\_\_\_

E-mail Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Invoice type (check one, or both):

E-mailed  Hard Copy

Will P.O. # be issued for invoicing:

Yes  No

Interested in making payment via ACH\*:

Yes  No

\* If yes, our Director of Finance will contact you directly via secure email containing payment information.

## **GENERAL PROVISIONS:**

**ENVIRONMENTAL AND HEALTH HAZARDS:** The Owner agrees, notwithstanding any other provisions of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, his or her officers, principals, employees, agents and consultants from and against any and all claims, suits, demands, liabilities, losses or costs, including reasonable attorneys' fees and defense costs, resulting or accruing to any and all persons, firms, and any other legal entity, caused by, arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the jobsite, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action.

**PUBLIC RESPONSIBILITY:** The Owner recognizes that both the Owner and the Architect owe a duty of care to the public that requires them to conform to applicable codes, standards, regulations and ordinances, principally to protect public health and safety. The Architect will do his or her best to alert the Owner to any matter that requires the Owner's immediate action to protect public health and safety or conform to applicable codes, standards, regulations or ordinances. Should the Owner decide to disregard the Architect's recommendations in these respects, the Owner agrees the Architect has the right to employ his or her best judgment in deciding whether to notify public officials or take other appropriate action. The Owner agrees the Architect should not be held liable in any respect for reporting or failing to report said conditions. Accordingly, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold the Architect harmless from any claim, liability or cost (including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from the Architect's notifying or failure to notify public officials.

**LIMITATION OF LIABILITY:** In recognition of the relative risks and benefits of the project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect and his or her consultants to the Owner for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Architect and his or her consultants to the Owner shall not exceed the Architect's total fee for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

**OWNERSHIP OF INSTRUMENTS OF SERVICE:** All reports, plans, specifications, field data and notes, and other documents, including all documents on electronic media prepared by the Architect and his or her consultants as instruments of service shall remain the property of the Architect.

**SUSPENSION / TERMINATION OF SERVICES:** If the Owner fails to make payments when due or otherwise is in breach of this agreement, the Architect may suspend or terminate performance of services upon five (5) calendar days' notice to the Owner. The Architect shall have no liability whatsoever to the Owner for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Owner.

Either the Owner or the Architect may terminate this Agreement at any time with or without cause upon giving the other party five (5) calendar days prior written notice. The Owner shall within thirty (30) calendar days of termination pay the Architect for all services rendered and all costs incurred up to the date of termination, in accordance with the Compensation provisions of this Agreement.

**PAYMENT:** Payment of invoices is not subject to unilateral discounting or back-charges by the Owner, and payment is due regardless of suspension or termination of this agreement by either party.

### **RESOLUTION OF DISPUTES:**

**General:** The parties shall commence all claims against the other arising out of or related to this Agreement within the period specified by applicable law, but in no case more than 10 years after the date of the Owner's occupancy of the Work for its intended use.

**Mediation:** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition prior to binding dispute resolution.

Mediation shall be administered in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association currently in effect. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

If the parties do not resolve a dispute through mediation, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

**Collection Costs:** In the event legal action is necessary to enforce the payment terms of this Agreement, the Architect shall be entitled to collect from the Owner any judgment or settlement sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by the Architect in connection therewith and, in addition the reasonable value of the Architect's time and expenses spent in connection with such collection action, computed according to the Architect's prevailing fee schedule and expense policies.

**WAIVER OF CONSEQUENTIAL DAMAGES:** To the fullest extent permitted by law, neither the Owner nor the Architect, its subconsultants and subcontractors, shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall



include, but not be limited to loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty.

**VERIFICATION OF EXISTING CONDITIONS:** Inasmuch as the remodeling and/or rehabilitation of an existing building requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold the Architect harmless from any claim, liability or cost (including reasonable attorneys' fees and costs of defense) for injury or economic loss arising or allegedly arising out of unforeseen existing conditions, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Architect.

**LIMITED CONSTRUCTION PHASE SERVICES:** The Architect shall visit the project on a limited basis as stated in this Agreement during construction to observe the progress and quality of the Contractors' work. The Owner has not retained the Architect to make regular or detailed inspections or to provide regular or continuous project administration and observation services during construction. The Architect does not guarantee the performance or, and shall have no responsibility for, the acts or omissions of any Contractor, Subcontractor, Supplier or any other entity furnishing materials or performing any work on the project.

If the Owner desires more extensive project administration or observation or full-time project representation, the Owner shall request such services be provided by the Architect as Additional Services in accordance with the terms of this Agreement.

**JOB SITE SAFETY:** Neither the professional activities of the Architect, nor the presence of the Architect and the Architect's employees and Consultants at a construction/project site shall relieve the Contractor of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the work in accordance with the construction documents and any health or safety precautions required by any regulatory agencies. The Architect and his or her personnel have no authority to exercise any control over any construction Contractor or their employees in connection with their work or any health or safety precautions. The Owner agrees that the Contractor is solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Owner's agreement with the Contractor. The Owner also agrees that the Owner, the Architect and the Architect's Consultants shall be indemnified and shall be made additional insureds under the Contractor's general liability insurance policy.

**BETTERMENT:** Betterment means that a person who is damaged because of another's mistake should be entitled to recoup losses caused by that mistake, but not benefit because of it.

If, due to the Architect's error, any required item or component of the Project is omitted from the Architect's construction documents, the Architect shall not be responsible for any costs to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event will the Architect be responsible for any cost or expense that provides betterment, upgrade or enhancement of the Project.

**FIDUCIARY RESPONSIBILITY:** The Owner confirms that neither the Architect, nor the Architect's consultants has offered any fiduciary service to the Owner, and no fiduciary responsibility shall be owed to the Owner by the Architect or the Architect's consultants as a consequence of the Architect's entering into this agreement with the Owner.

**STANDARD OF CARE:** The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

**ADVERTISING:** The Architect shall have the right to include representations of the designs of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials, inclusive of usage on the Architect's website and social media accounts (specifically LinkedIn and Instagram). 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 any authorized reuse of the Architect's Instruments of Services (i.e. renderings, photographs, models, drawings, etc.) in the promotional materials the Owner prepares or releases for the Project.

**GOVERNING LAW:** The laws of the State of Massachusetts will govern the validity of this agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that state.

**INTEGRATION:** This Agreement comprises the final and complete agreement between the Owner and the Architect. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had any questions explained by independent counsel and is satisfied. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Owner and the Architect.

## END OF GENERAL PROVISIONS