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CITY OF AMESBURY CITY OF AMESBURY, MA  
IN THE YEAR TWO THOUSAND TWENTY-TWO

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SPONSORED BY: Kassandra Gove **BILL No. 2022-042**  
**Kassandra Gove, Mayor**

**An Order** to authorize the transfer of \$66,100.00 from the Library front stair repair capital account (120 0610 5861 01) to pay for engineer's revised drawings and work recommended by the architect's investigative report relative to repairing the compromised North wall at the Amesbury Public Library.

**Summary:** This order requests a budget transfer in the amount of \$66,100.00 from the Library front stair repair capital account (which has a remaining balance of \$66,100.00) to pay for structural drawings furnished by engineer McBrie, LLC, required to repair the failed lintel at the basement rear emergency door and to facilitate work recommended by architect Raymond T. Guertin in his investigative report. Guertin's investigative report and McBrie's proposal for structural engineering services are attached.

**Be it Ordered by the City Council of the City of Amesbury assembled, and by the authority of the same as follows:**

Authorizes the transfer of \$66,100.00 from capital account 120 0610 5861 01 to pay for engineer's drawings and work recommended by the architect's investigative report relative to repairing the compromised North wall at the Amesbury Public Library.

**WATER INFILTRATION**

**AMESBURY PUBLIC LIBRARY**

**City of Amesbury**  
**Amesbury, Massachusetts**

**Investigative Report**



**Raymond T. Guertin, Architect**  
**125 Leslie Road, Rowley, Massachusetts 01969**  
**Tel: 508-843-2924 Email: Ray@RTGArchitect.com**

**February 22, 2022**



February 22, 2022

Mr. Robert Desmarais, Director, Public Works  
City of Amesbury  
39 South Hunt Road  
Amesbury, Massachusetts 01913

Re: Investigative Report – Water Infiltration  
Amesbury Public Library - 149 Main Street  
Amesbury, Massachusetts 01913

Dear Mr. Desmarais:

Enclosed please find the Water Infiltration Investigative Report for the rear wall of the Stack Wing at the Amesbury Public Library in Amesbury, Massachusetts.

The following report consists of existing conditions analysis and recommendations, photographs, cost estimates and sketches of the building.

Upon approval of the scope of work, we can prepare construction documents for public bidding in accordance with Mass General Laws, Chapter 149.

Should you have any questions or require additional information, please do not hesitate to call.

Respectfully submitted,

*Raymond T. Guertin*

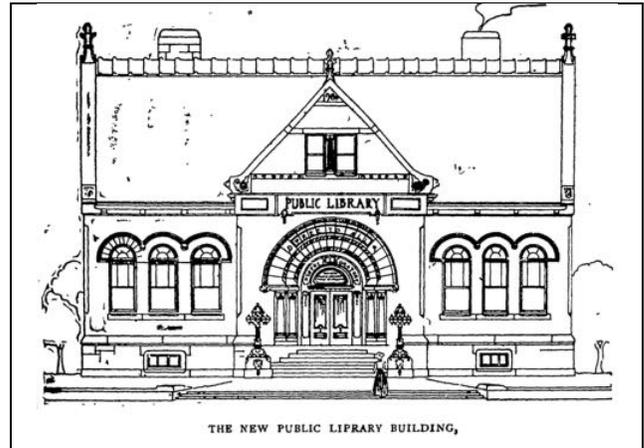
Raymond T. Guertin, Architect

## OVERVIEW

AMESBURY DAILY NEWS  
MONDAY, MARCH 5, 1900

At a meeting of the trustees of the Public Library, Saturday evening it was formally voted to accept the plans for the new Public Library building drawn and submitted by Penn Varney, architect of Lynn.

As it will take \$20,000 to erect the building according to the architect's figures but which are pretty sure to be exceeded and also require a little for the furniture and fixtures. It can be seen that the trustees need \$5,000 which they will ask the town for.



*“No man when he realizes what a beautiful structure is to be erected and the great improvement and benefit it will be to the town should dispose the granting of the desired notes. If they are voted as they should be, the plans and specifications will at once be given out to builders and contractors to figure on, and the contract after due consideration awarded.”*

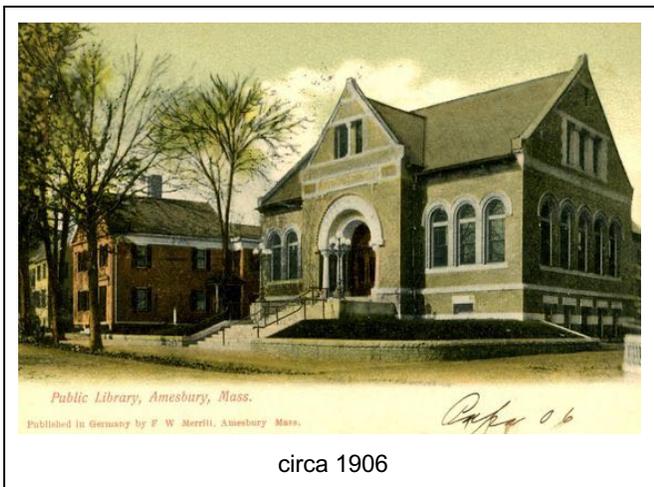
In 1856 the Amesbury Public Library was founded, and Joshua Aubin of the Amesbury Flannel Manufacturing Co. donated 600 books for the formation of a "public" library. These books and others were housed in a building donated to the Library by the Salisbury Manufacturing Co. at 27 Friend Street.

By 1899, the collection had grown beyond the confines of the Friend Street building. A new building was proposed, and with the help from legacies the present building was started.

The contractor, Frank G. Colburn & Co., commenced operations in August 1900 and did all of the masonry and carpentry work. The architect says it will take about five months to complete the structure from the time work begins.

The new Public library building, dedicated in 1902, was open to the public on Wednesday, January 1, 1902 and Thursday, January 2, 1902, *“so that our people may see what a fine new home for the people's books has been provided.”*

*“Every part of the building has been built upon honor from the foundation to the very top. Never was there a public building erected anywhere that was any more closely watched in its construction than was this and the building committee deserve the greatest thanks for their labors.”*



The Library is the prominent example of 1900 Romanesque Revival architecture being built of Roman shaped pressed bricks, granite and Indiana limestone trimmings. Elements of the style in the building include the contrasting stone entrance arch with truncated columns, windowsills, and lintels on lower story windows. The foundation of the building is of Milford pink granite. Also indicative of the style are the arcaded windows and the attached columns supporting the extended lintel of the gable windows.

The interior retains much of its original character with golden oak columns, fireplaces, paneled circulation area, and original furnishings.

EXTERIOR PHOTOS AT REAR STACK WING WALL



Rear elevation of Stack Wing - recommend selective brick re-pointing entire wall including around arched window and wood cornice brackets.



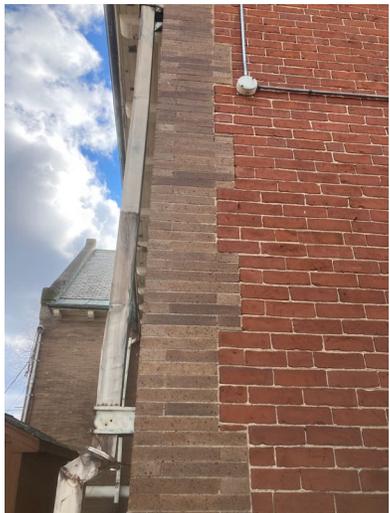
Recommend selective replacement of damaged & missing fascia at cornice and installation of gutter lining inside existing copper gutter.



Recommend selective brick & stone re-pointing around arched window.



Areas of previous brick re-pointing - recommend raking out and re-pointing.



Recommend selective brick re-pointing at brick quoins.



Open brick joints at upper landing at exit door to be re-pointed.

## BASEMENT EXIT DOOR



Recommend replacing existing deteriorating basement exit door.

Area between interior wood frame wall and exterior masonry wall appears dry.



Deteriorating masonry and wood framing above existing basement exit door - refer to McBrie Structural Engineers recommended masonry wall repairs.



Several open joints in masonry wall around existing basement exit door inside concrete bulkhead - recommend selective brick re-pointing.

Water damaged resilient flooring inside face of exterior basement walls.

### BASEMENT DOOR THERMAL IMAGING SCANS



Thermal imaging scans at head of existing basement exit door indicating moisture in the wall.



Thermal imaging scans at jamb and bottom of existing basement exit door indicating moisture in the wall.



Thermal imaging scans at base of basement wall adjacent to basement door indicating moisture in the wall.

## REAR STAIR / BULKHEAD ENTRY



Existing rear stair / bulkhead entry to basement consisting of poured concrete and CMU walls with wrought iron railing at upper landing. Recommend cleaning and application of stucco finish to exposed bulkhead walls.



Recommend selective brick re-pointing along stair to upper landing.

Open joints in masonry adjacent to first floor exit door - recommend selective brick re-pointing.



Existing bulkhead and stair to basement entry - recommend re-pointing masonry and granite steps and installation of new galvanized metal guardrail and handrails.

## ATTIC & REAR DORMER



Access hatch to attic in Stack Wing ceiling.



View of access hatch from attic under rear dormer.



Overview of attic with original tin ceilings and exposed ceiling joists with insulation and catwalks. It should be noted that only minimal water stains were observed on the tin ceilings throughout the attic.



Existing ceiling joists and tin ceilings at rear exterior wall - only minimal water stains observed.

## ATTIC & REAR DORMER



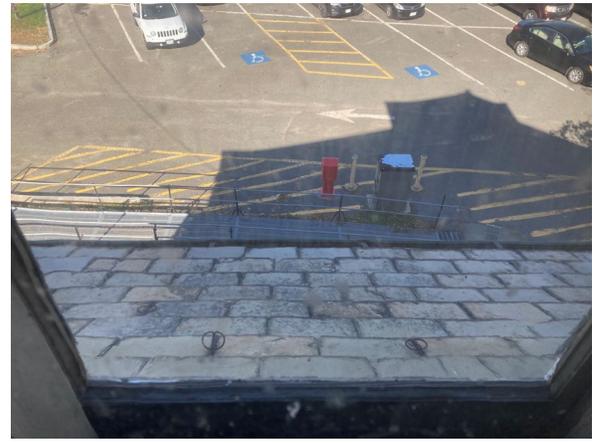
Rear hip dormer with aging slate shingle siding - crown moldings at roof edges are missing and completely open to dormer walls - major source of water infiltration into the existing rear wall system.



Interior view of rear dormer.



Interior view of rear dormer.



Existing slate roofing from rear dormer window - slate appears beyond it useful life, many are loose and missing - recommend consideration for roof replacement.



Minor rust observed on tin ceiling below rear dormer.

# FIRST FLOOR INTERIOR WALL REPAIRS



Existing first floor rear exit door in Stack Wing.



Areas of water damaged plaster walls above rear exit door.



Areas of water damaged plaster walls adjacent to rear exit door.

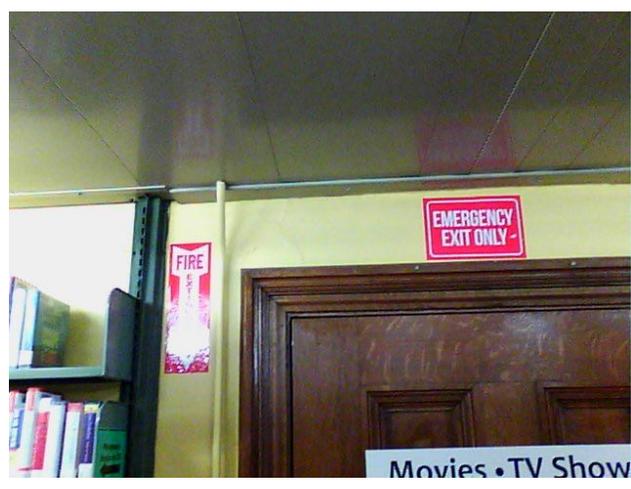


Areas of water damaged plaster walls in northeast corner of rear Stack Wing.

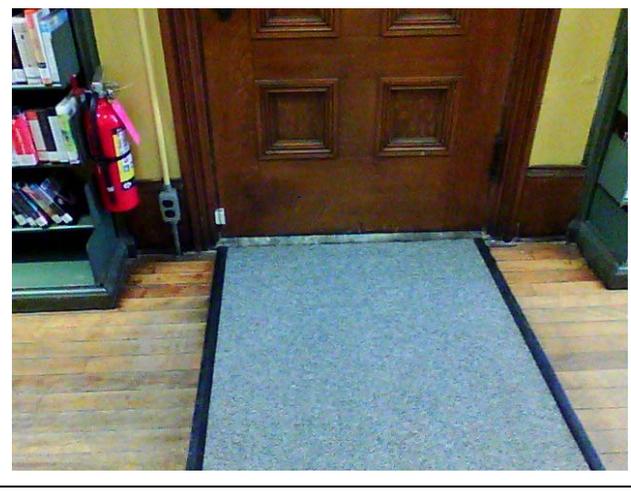
### THERMAL IMAGING SCANS AT 1<sup>ST</sup> FLOOR EXIT DOOR



Thermal imaging scans at head of existing first floor exit door indicating moisture in the wall.



Thermal imaging scans at head of existing first floor exit door indicating moisture in the wall.



Thermal imaging scans at jambs and sill of existing first floor exit door indicating moisture in the wall.

# THERMAL IMAGING SCANS AT 2<sup>ND</sup> FLOOR REAR WALL



Existing 2<sup>nd</sup> floor arched window at rear of Stack Wing.



Areas of cracks and water damaged walls below rear arched window.



Areas of water damaged plaster walls in northeast corner of rear Stack Wing.



Thermal imaging scans at rear arched window directly below dormer indicating moisture in the wall.



Thermal imaging scans at rear arched window directly below dormer indicating moisture in the wall.

## RECOMMENDATIONS

### Masonry Work & Brick Waterproofing:

- Selective brick re-pointing of entire rear wall of Stack Wing, including around arched window, exit doors, and cornice brackets.
- Pressure-wash exterior stair / bulkhead walls and apply new stucco finish.
- Cut-out stone, masonry & granite treads at underside of bulkhead basement entry - patch masonry.
- Application of new brick waterproofing (Pecora or equal) over entire rear wall of Stack Wing.
- Gutter Lining - cleaning of existing copper gutter and installation of new Ice & Water Shield inside gutter.

### Carpentry Work:

- Fabricate & install new crown molding at rear dormer.
- Remove & replace damaged and missing fascia at existing cornice.
- Replace existing deteriorated basement door, frame & hardware.
- Repair existing water damaged interior plaster walls at first & second floor of rear wall of Stack Wing.
- Patch walls around new door and frame at rear basement entry.

### Miscellaneous Metals:

- Fabricate & install new handrail at rear entry stair.
- Fabricate & install new guardrail at basement entry stair to match guardrail at upper stair landing.

Refer to attached Cost Estimate for the above remedial work.

# COST ESTIMATE

**WATER INFILTRATION - INVESTIGATIVE REPORT**

**AMESBURY PUBLIC LIBRARY**

**CITY OF AMESBURY**

**PRELIMINARY COST ESTIMATE**

**Raymond T. Guertin, Architect**

**February 22, 2022**

**COST SUMMARY**

Section	Total
<b>GENERAL REQUIREMENTS</b>	
Condor Boom Lift	\$3,500.00
Portable Toilet	\$300.00
General Conditions	\$6,000.00
<b>MASONRY</b>	
Masonry Work	\$17,680.00
<b>MISCELLANEOUS METALS</b>	
Railings/Guardrails	\$6,610.00
<b>CARPENTRY</b>	
Finish Carpentry	\$4,820.00
<b>THERMAL &amp; MOISTURE PROTECTION</b>	
Masonry Waterproofing	\$4,250.00
Gutter Lining	\$1,980.00
<b>WINDOWS &amp; DOORS</b>	
Door/Frame/Hardware	\$3,450.00
<b>FINISHES</b>	
Plaster Patching	\$4,410.00
<b>Construction Cost:</b>	<b>\$53,000.00</b>
Contractor's Overhead & Profit (18%):	\$9,540.00
Bonds & Insurance (3%):	\$1,590.00
<b>TOTAL PROJECT COST:</b>	<b>\$64,130.00</b>

**MASONRY WORK  
COST ESTIMATE**

DESCRIPTION	QTY	UNIT PRICE	COST
Selectively spot cut and re-point entire rear wall of Stack wing, including around arched window, exit doors, and cornice brackets			
Bricklayer:	46 Hrs	\$90 /Hr	\$4,140
Laborer:	46 Hrs	\$65 /Hr	\$2,990
Pressure Wash Exterior Stair / Bulkhead Walls			
Laborer:	8 Hrs	\$65 /Hr	\$520
Chemical / Solution:	1 LS	\$60 EA	\$60
Re-Stucco Exterior Stair / Bulkhead Walls			
Bricklayer:	24 Hrs	\$90 /Hr	\$2,160
Laborer:	24 Hrs	\$65 /Hr	\$1,560
Cement / Stucco:	10 Bags	\$25 EA	\$250
Silpro C-21 Acrylic:	2 Pcs	\$35 EA	\$70
Cut-Out Stone, Masonry & Granite Treads at Underside of Basement Entry - Patch Masonry			
Bricklayer:	36 Hrs	\$90 /Hr	\$3,240
Laborer:	36 Hrs	\$65 /Hr	\$2,340
Cement & Sand:	1 LS	\$200 EA	\$200
Trucking:	1 LS	\$150 EA	\$150
<b>TOTAL MASONRY WORK:</b>			<b>\$17,680</b>

**MISCELLANEOUS METALS  
COST ESTIMATE**

DESCRIPTION	QTY	UNIT PRICE	COST
New Handrail at Rear Entry Stair			
Galvanized Metal Handrail:	10 LF	\$225 /LF	\$2,250
New Guardrail at Basement Entry Stair to Match Guardrail at Upper Landing			
Galvanized Metal Guardrail:	8 LF	\$450 /LF	\$3,600
Railing Installation			
Ironworker:	4 Hrs	\$75 /Hr	\$300
Laborer:	4 Hrs	\$65 /Hr	\$260
Miscellaneous Materials:	1 LS	\$200 EA	\$200
<b>TOTAL MISCELLANEOUS METALS:</b>			<b>\$6,610</b>

## FINISH CARPENTRY COST ESTIMATE

DESCRIPTION	QTY	UNIT PRICE	COST
Fabricate & Install New Crown Molding at Rear Dormer			
Carpenter:	16 Hrs	\$75 /Hr	\$1,200
Laborer:	16 Hrs	\$65 /Hr	\$1,040
Nails/Fasteners:	1 LS	\$50 EA	\$50
Caulking:	2 Pcs	\$10 EA	\$20
Miscellaneous Materials (Blocking):	1 LS	\$100 EA	\$100
Remove & Replace Pieces of Damaged & Missing Fascia Moldings at Main Cornice			
Carpenter:	16 Hrs	\$75 /Hr	\$1,200
Laborer:	16 Hrs	\$65 /Hr	\$1,040
Nails/Fasteners:	1 LS	\$50 EA	\$50
Caulking:	2 Pcs	\$10 EA	\$20
Miscellaneous Materials (Blocking):	1 LS	\$100 EA	\$100
<b>TOTAL FINISH CARPENTRY:</b>			<b>\$4,820</b>

## THERMAL & MOISTURE PROTECTION COST ESTIMATE

DESCRIPTION	QTY	UNIT PRICE	COST
Brick Waterproofing (Pecora) ovr entire rear wall of Stac Wing (Approx 777 SF)			
Mason:	24 Hrs	\$90 /Hr	\$2,160
Laborer:	24 Hrs	\$65 /Hr	\$1,560
Waterproofing (Pecora):	4 Pcs	\$95 EA	\$380
Sprayer:	1 LS	\$150 EA	\$150
<b>Total Brick Waterproofing:</b>			<b>\$4,250</b>
Gutter Lining - Cleaning of Existing Gutter and Installation of New Ice & Water Shield Inside Gutter at rear of Stack Wing			
Carpenter:	12 Hrs	\$75 /Hr	\$900
Laborer:	12 Hrs	\$65 /Hr	\$780
Ice & Water Sheild:	1 Roll	\$250 EA	\$250
Miscellaneous Materials:	1 LS	\$50 EA	\$50
<b>Total Gutter Lining:</b>			<b>\$1,980</b>
<b>TOTAL THERMAL &amp; MOISTURE PROTECTION:</b>			<b>\$6,230</b>

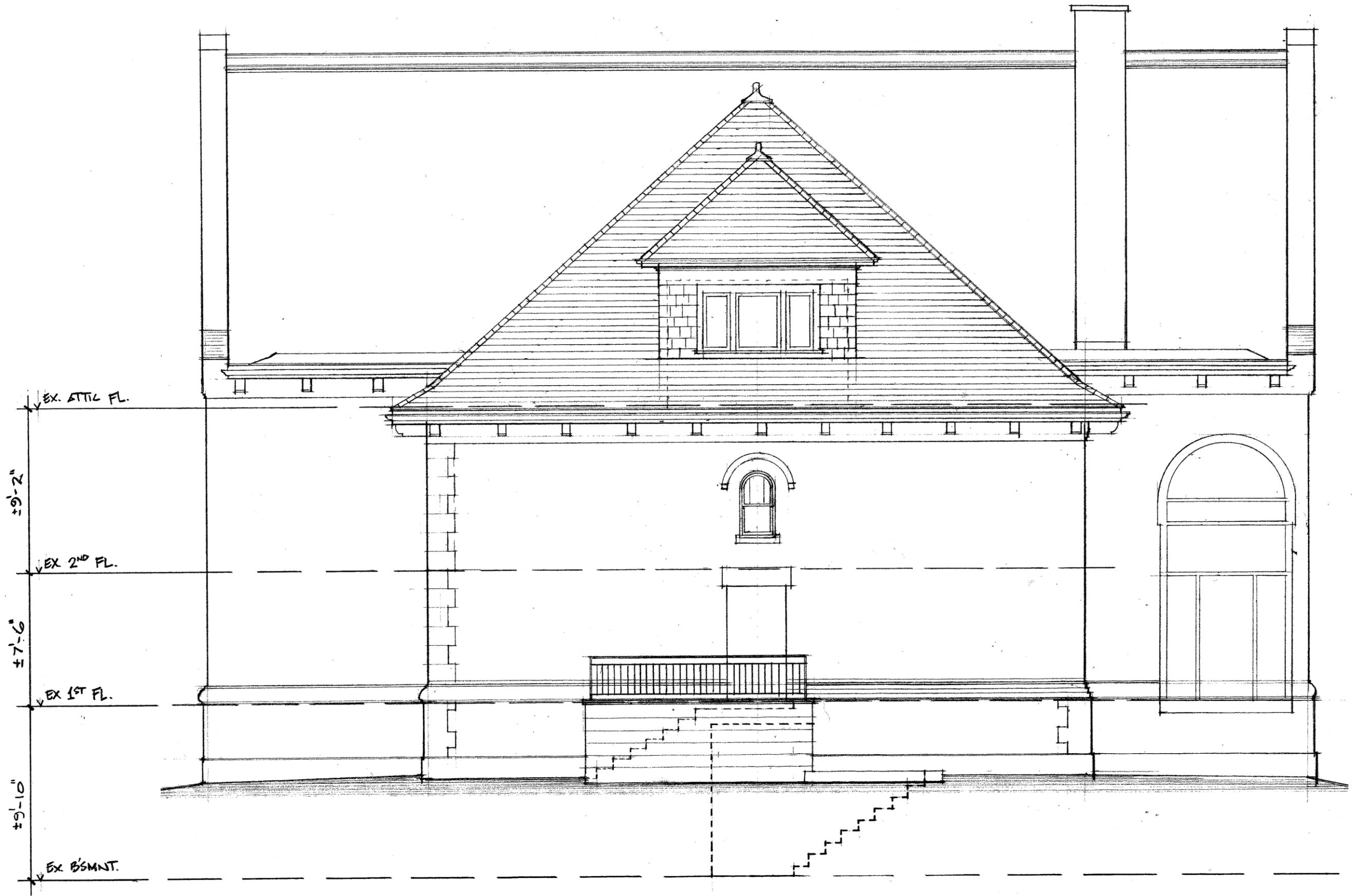
## DOOR, FRAME & HARDWARE COST ESTIMATE

DESCRIPTION	QTY	UNIT PRICE	COST
Replacement of Existing Basement Door, Frame & Hardware			
New Solid Wood Door & Frame (3'-6" x 7'-0")	1 LS	\$1,600 EA	\$1,600
New Hardware:	1 Set	\$275 EA	\$275
Miscellaneous Materials:	1 LS	\$80 EA	\$80
Delivery:	1 LS	\$150 EA	\$150
Remove Existing Door & Frame			
Carpenter:	3 Hrs	\$75 /Hr	\$225
Laborer:	3 Hrs	\$65 /Hr	\$195
Install New Door & Frame			
Carpenter:	5 Hrs	\$75 /Hr	\$375
Laborer:	5 Hrs	\$65 /Hr	\$325
Install New Hardware			
Carpenter:	3 Hrs	\$75 /Hr	\$225
<b>TOTAL NEW DOOR, FRAME &amp; HARDWARE:</b>			<b>\$3,450</b>

## FINISHES - PLASTER PATCHING COST ESTIMATE

DESCRIPTION	QTY	UNIT PRICE	COST
Repair Existing Plaster at 1st & 2nd Floor Window & Corner			
Plasterer:	24 Hrs	\$75 /Hr	\$1,800
Laborer:	24 Hrs	\$65 /Hr	\$1,560
Jont Compound:	4 Bags	\$20 EA	\$80
Miscellaneous Materials/Mesh Tape:	1 LS	\$80 EA	\$80
Patch Around New Door Frame at Rear Basement Entry			
Plasterer:	6 Hrs	\$75 /Hr	\$450
Laborer:	6 Hrs	\$65 /Hr	\$390
Jont Compound:	1 Bag	\$20 EA	\$20
Miscellaneous Materials/Mesh Tape:	1 LS	\$30 EA	\$30
<b>TOTAL FINISHES - PLASTER PATCHING:</b>			<b>\$4,410</b>

## DRAWINGS / SKETCHES



**EXISTING REAR (NORTH) ELEVATION - STACK WING**

SCALE: 3/16" = 1'-0"

## CHANGE ORDER

March 17, 2022

Mr. Robert Desmarais  
Director  
Department of Public Works  
City of Amesbury  
39 South Hunt Road  
Amesbury, MA 01913

**RE: PROPOSAL FOR STRUCTURAL ENGINEERING SERVICES  
Amesbury Library  
149 Main Street  
Amesbury, MA 01913**

Dear Mr. Desmarais:

The following is our proposal for the above referenced project based on our conversation on March 09, 2022 to change the design of the masonry arch support to steel lintels.

McBrie, LLC shall provide the following “scope of work” for structural design services:

- Structural design and details required for new steel tubes/lintels to support the masonry above the door;
- Provide structural sketches for new supports over doorway;

McBrie, LLC framing designs are based upon current MSBC structural requirements. Construction methods and layout need to be interpreted by the framers. Since they are not part of the design team, PLEASE have them call us about any details or layout that will not be per plan or if they are unsure of any framing condition or detail that is not specifically detailed.

**McBrie, LLC’s fee for the above noted “scope of work” shall be \$2,100.00 (Two Thousand Eight Hundred Dollars) plus any direct expenses for copying and/or requested overnight mailings.**

Please note this fee will be in addition to our April 16, 2021 proposal.

The above fee will be billed monthly based upon the percentage of the work completed. We have included our Professional Structural Engineering Rate Schedule 2021 with the mailing of this proposal. Please note that if this project isn’t completed within the current calendar year our prices are subject to change each January.

**Main Office/Mailing:**  
797 Turnpike St., 2nd Fl.  
N. Andover, MA 01845  
Telephone: 978-646-0097

Structural Design & Sales  
www.mcbrie.com

**North Shore Office:**  
16 Donegal Circle  
Danvers, MA 01923  
Fax: 978-646-0087

At the time of proposal acceptance please provide McBrie, LLC with a purchase order for billing purposes. The retainer will be credited against the project's final invoice. Please mail all checks and signed proposals to our North Andover address.

Items not included in this proposal are as follows:

- Architectural services;
- A separate set of specification all required information will be included on our S1 General Notes sheet;
- Construction control services – part of McBrie, LLC's April 16, 2021 proposal;
- Structural design and details required for site retaining walls;
- Design of temporary shoring for existing building and/or framing;
- Any required shoring design for excavation of new work;
- Design review meetings;
- Construction observation visits over number noted above;
- Any direct expenses for copying and/or requested overnight mailings.
- Mileage to and from job site – to be billed at current Federal mileage rates;
- Additions to the current scope of work outlined above or changes during construction;
- Fireproofing material selection/design or detailing requirements;

### General

Please note that Chapter 17 of the 2015 International Building Code requires on-site construction observations by the SER and/or independent testing agencies during all soil filling operations, pile driving, concrete placement, masonry installation, structural steel fabrication/installation and timber construction. These are required unless specifically waived by the city's building inspector and agreed upon by the SER.

Additional construction observation hours needed to meet the requirements of Chapter 17 of the 2015 International Building Code, required due to unforeseen conditions, additions to current scope of work, or contractor's means and methods shall be billed at our standard hourly rates.

We thank you for this opportunity to offer you our services. If you approve of this proposal as noted above, the attached professional structural engineering rate schedule, Appendix A: General Terms and Conditions which is considered part of this proposal, please email a copy with your signature to our office at (978) 646-0087. This proposal must be signed and returned to us within 15 days or we have the right to rescind the proposal. Also, we reserve the option to cease work on the project if invoices are not paid within 60 days of the date of the invoice.



Michael Perham, P.E.  
Structural Engineer / Managing Member

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

Enclosures: Professional Structural Engineering Rate Schedule 2021 and Appendix A: General Terms

## **Professional Structural Engineering Rate Schedule 2022**

### **Professional Design Services Including Project Design Meetings**

Professional Engineer	\$150/hr
Project Engineer II (Design/Drafting)	\$100/hr
Project Engineer I (Design/Drafting)	\$85/hr
Senior CAD designer/drafter	\$85/hr

### **Construction Services -**

#### **Shop Drawing Review, Site Observations and Construction Control Associated Work**

Professional Engineer	\$150/hr
Project Engineer II	\$100/hr
Project Engineer I	\$85/hr
Senior CAD designer/drafter	\$85/hr
Office Assistant or Intern	\$30/hr

### **Inspection Reports**

Professional Engineer	\$130/hr
Project Engineer II	\$95/hr
Project Engineer I	\$85/hr
Senior CAD Designer/drafter	\$85/hr
Office Manager	\$80/hr
Office Assistant or Intern	\$30/hr

### **Mark-up of Structural Drawings provided by Client**

Professional Engineer	\$130/hr
Project Engineer II	\$95/hr
Project Engineer I	\$85/hr

### **Minimum Flat Rate for Home/Commercial Inspections**

Home/Commercial Inspection (No written report) \$400/visit within a ten-mile radius of North Andover  
Home/Commercial Inspection & Report \$800/inspection & report within a ten-mile radius of North Andover or Danvers

### **Miscellaneous**

Mileage \$0.585 per mile (based on the standard federal mileage rate)

\*Rates and mileage charges are assessed portal to portal from the departure location of North Andover, MA and are based on the current standard mileage allowance per the IRS

\*\*Please note all emergency work will be billed at an hourly rate of \$175.00/hour\*\*

**Prints** - Three sets of prints are provided at no additional cost. If additional copies are required, they shall be billed as follows, in addition to the above noted wage rates to prepare the prints:

Prints/copies - 24"x36" Sheet	\$1.00/sheet
Prints/copies - 12"x18" Sheet	\$0.50/sheet

## **Notes on Services Provided:**

### **McBrie, LLC - Structural Engineer of Record (SER)**

When McBrie, LLC provides design and drafting of structural contract documents, McBrie, LLC will provide drawings stamped by a registered professional structural engineer. We shall provide (for commercial projects) a schedule of structural inspections that must be completed under our direction/supervision per chapter 17 of the MSBC. Upon completion of the structural inspections, McBrie, LLC will provide final inspection affidavit as the SER.

### **Structural Construction Control/Inspections - SER**

Please note that Chapter 17 of the 7th edition of the Massachusetts State Building Code requires on-site inspections by the SER and/or the independent testing agencies during all soil filling operations, pile driving, concrete placement, masonry installation, structural steel fabrication/inspection and timber construction. Inspections are required unless specifically waived by the city's building inspector. These inspections are much more detailed and time consuming than the inspection requirements of prior editions of the building code (i.e., Section 116.0, Construction Control).

### **Structural Design Mark-ups**

Mark-ups of Contract Documents provided by the client: McBrie, LLC will not assume responsibility as the SER unless we are retained to review the entire project documents and to perform construction inspections (which will be billed at our hourly rates).

## Appendix A: General Terms and Conditions

### 1. ABSENCE OF WARRANTY

All services of ENGINEER and its subsidiaries, independent professional associates, subconsultants and subcontractors will be performed in a reasonable and prudent manner in accordance with generally accepted engineering practice. All estimates, recommendations, opinions and decisions of the ENGINEER will be on the basis of the information available to the ENGINEER and the ENGINEER's experience, technical qualifications, and professional judgment.

There are no warranties of merchantability or fitness for a particular purpose or any other warranties or guarantees whatsoever, express or implied, with respect to any service performed or materials provided under this Agreement.

### 2. INVOICES

Invoices will be submitted periodically (customarily on a monthly basis), and are due and payable upon receipt of invoice. Unpaid balances shall be subject to an additional charge at the rate of one (1.0) percent per month from the date of invoice if the unpaid balance is not paid within 30 days. In addition, the ENGINEER may, after giving seven days written notice to OWNER, suspend services without liability until the OWNER has paid in full all amounts due the ENGINEER on account of services rendered and expenses incurred, including interest on past-due invoices. Payment of invoices is not subject to discounting by OWNER. Time is of the essence in payment of invoices, and timely payment is a material part of the consideration of any Agreement between the ENGINEER and OWNER.

### 3. CHANGES OR DELAYS

Unless the accompanying Proposal provides otherwise, the proposed fees constitute the ENGINEER's estimate to perform the services required to complete the Project as we understand it to be defined. For projects involving conceptual or process development work, required services often are not fully definable in the initial planning. Accordingly, developments may dictate a change in the scope of services to be performed. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, whether or not changed by any order, an equitable adjustment shall be made and the Agreement modified accordingly.

Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the OWNER's failure to provide specified facilities or information, or for delays caused by unpredictable occurrences or force majeure, such as fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdown, acts of God or of the public enemy, or acts or regulations of any governmental authority. Temporary work stoppage caused by any of the above will result in additional cost (reflecting a change in scope) beyond that outlined in the accompanying Proposal.

### 4. PAYMENT

Where the method of contract payment is based on a cost reimbursement (i.e. hourly rates, time-and-material, direct personnel expense, or per-diem) basis, the following provisions shall apply:

- a. The minimum time segment for charging of field work is four (4) hours. The minimum time segment for charging the work done at the ENGINEER's office(s) is one-half hour. When applicable, rental charges will be applied to the Project to cover the cost of pilot-scale facilities or equipment, apparatus, instrumentation, or other technical machinery. When such charges are applicable, the OWNER will be advised at the start of an assignment, task, or phase. Analyses performed in the ENGINEER's subconsultant's laboratories will be billed on a unit-cost-per-analysis basis unless specified otherwise in the Proposal.
- b. Expenses properly chargeable for the services which are reimbursable at cost shall include: travel and subsistence expenses of personnel when away from their office on business directly or indirectly connected with the Project; identifiable communication, shipping, printing, and reproduction costs; professional and technical subcontractors/subconsultants; identifiable drafting and stenographic supplies; computer time and software; and expendable materials and supplies purchased specifically for the Project. A ten percent (10%) handling and administrative charge will be added to those foregoing items which are purchased from outside sources. When ENGINEER, subsequent to initiation of services, finds that specialized equipment is needed to perform the services, it will purchase and/or lease, as appropriate, the equipment as a reimbursable expense.

**Main Office/Mailing:**  
797 Turnpike St., 2nd Fl.  
N. Andover, MA 01845  
Telephone: 978-646-0097

Structural Design & Sales  
www.mcbrie.com

**North Shore Office:**  
16 Donegal Circle  
Danvers, MA 01923  
Fax: 978-646-0087

- c. Invoices for effort on a cost-reimbursement basis will be submitted showing labor (hours worked) and total expenses, but not actual documentation. If requested by OWNER, documentation will be provided and the cost of providing such documentation, including labor and copying costs, will be paid by OWNER.

## 5. TERMINATION

No termination of this Project by the OWNER shall be effective unless seven days written notice of intent to terminate, together with the reasons and details therefore, has been received by a principal or officer of the ENGINEER and an opportunity for consultation been given. A final invoice will be calculated on the first or fifteenth of the month (whichever comes first) following receipt of such termination notice and the elapse of the seven day period (the effective date of termination).

Either the ENGINEER or OWNER may terminate this Agreement, in whole or in part, in writing, if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. Where method of contract payment is "lump sum," the final invoice will include all services and expenses associated with the Project up to the effective date of termination. Where method of contract payment is based on cost reimbursement, the final invoice will include all services and expenses associated with the Project up to the effective date of termination. In any event, an equitable adjustment shall be made to provide for termination settlement costs the ENGINEER incurs relating to commitments which had become firm before termination, and for a reasonable profit for services performed.

## 6. LIMITATION OF LIABILITY

Notwithstanding any other provision of these General Terms and Conditions to the contrary, the ENGINEER's liability to the OWNER for any loss or damage, including, but not limited to, special and consequential damages, arising out of or in connection with the accompanying Proposal or any related Agreement from any cause, including the ENGINEER's professional negligence, strict liability, breach of contract or breach of warranty, shall not exceed the lesser of \$50,000 or the contract payment hereunder. OWNER hereby releases the ENGINEER from any liability above such amount and such amount shall be the sole and exclusive remedy to OWNER.

## 7. INSURANCE

The Engineer agrees to purchase at its own expense, Worker's Compensation, Professional Liability and General Liability insurance and will, upon request, furnish insurance certificates to OWNER. ENGINEER agrees to purchase whatever additional insurance is requested by OWNER (presuming such insurance is available from carriers acceptable to the ENGINEER) provided the premiums for additional insurance are reimbursed by OWNER.

## 8. INDEMNIFICATION

It is understood and agreed that, in seeking the professional services of the ENGINEER under this Agreement, OWNER may be requesting the ENGINEER to undertake uninsurable obligations for OWNER's benefit involving the presence or potential presence of hazardous substances. Therefore, except for activities resulting from the actual or alleged generation, transportation, storage, or disposal of pollutants by ENGINEER or the ENGINEER arranging for the transportation, storage or disposal of pollutants ("pollutants" meaning any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, waste and waste materials to be recycled, reconditioned or reclaimed) the ENGINEER shall, subject to the limitation of liability contained in Section 6, indemnify the OWNER for any loss or damage solely caused by the professional negligence of the ENGINEER in performance of the services under this Proposal or any related Agreement.

With respect to claims, damages, losses and expenses which are related to hazardous waste disposal or cleanup or environmental liability, as described in this Section 8, above, and to the extent the same are not covered by the insurance maintained by the ENGINEER, OWNER shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the ENGINEER and its employees, independent professional associates, subconsultants and subcontractors from and against all such claims, damages, losses and expenses arising out of or resulting from the performance of the Engineer's services under this Agreement including, but not limited to, the ENGINEER's professional negligence.

If, as a result of any negligent errors, omissions or acts, for which ENGINEER has legal liability, the OWNER incurs an accumulation of excess costs over 2% of the actual project construction cost, ENGINEER shall, subject to the Limitation of Liability contained in Section 6, bear the burden of such accumulation of excess costs over said 2%; provided, however,

said accumulation of excess costs shall not include any improvement or betterment costs and shall not exceed the difference between (1) the actual construction costs resulting from such negligent errors, omissions, and acts of ENGINEER and (2) an estimate of what such costs would have been at the date of this Proposal or any related Agreement. Accordingly, ENGINEER shall have no liability for any such excess costs which are less than 2% of the actual project construction cost.

9. GRATUITIES

The ENGINEER represents that no gratuities (in the form of entertainment, gifts or otherwise) were offered or given to any officer, agent, employee or representative of the OWNER with a view towards securing this Agreement or securing favorable treatment with respect to the wording, amending or the making of any determination with respect to the performance of this Agreement.

10. CONFIDENTIALITY

The ENGINEER shall maintain as confidential and not disclose to others without OWNER's prior written consent, all information obtained from OWNER, not otherwise previously known to the ENGINEER or in the public domain, as OWNER expressly designates in writing to be "CONFIDENTIAL". The provisions of this paragraph shall not apply to information in whatever form which (1) is published or comes into the public domain through no fault of the ENGINEER, (2) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (3) is required to be disclosed by law on order of a court, administrative agency or other authority with proper jurisdiction.

11. REUSE OF DOCUMENTS

All documents, including drawings and specifications, prepared or furnished by ENGINEER and its subsidiaries, independent professional associates, subconsultants and subcontractors pursuant to this Agreement are instruments of service in respect of the Project and the ENGINEER shall retain an ownership and property interest therein whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or project-specific adaptation by the ENGINEER will be at the OWNER's sole risk and without liability or legal exposure to ENGINEER or its subsidiaries, independent professional associates, subconsultants and subcontractors. Accordingly, OWNER shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the ENGINEER from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions and damages whatsoever arising out of or resulting from such unauthorized reuse. Any such verification or project-specific adaptation will entitle the ENGINEER to further compensation at rates to be agreed upon by OWNER and the ENGINEER.

12. CONTROLLING AGREEMENT

To the extent they are inconsistent or contradictory; the express terms of the accompanying Proposal take precedence over these General Terms and Conditions. It is understood and agreed that the services performed under the accompanying Proposal or any related Agreement are not subject to any provision of the Uniform Commercial Code. Any terms and conditions set forth in OWNER's purchase order, requisition, or other notice or authorization to proceed are inapplicable to the services under this Proposal or any related Agreement, except when specifically provided for in full on the face of such purchase order, requisition, or notice or authorization and specifically accepted in writing by the ENGINEER. The ENGINEER's acknowledgment of receipt of any purchase order, requisition, notice or authorization, or the ENGINEER's performance of work subsequent to receipt thereof, does not constitute acceptance of any terms or conditions other than those set forth herein.

13. PROPRIETARY DATA

The technical and pricing information contained in the accompanying Proposal or Agreement is to be considered Confidential and Proprietary and is not to be disclosed or otherwise made available to third parties without the express written consent of ENGINEER.

14. GOVERNING LAW

This Agreement is to be governed by and construed in accordance with the law of the principal place of business of ENGINEER.