



October 18, 2021

Erica Schwarz, Community Project Manager
Cambridge Redevelopment Authority
255 Main Street, 8th Floor
Cambridge, MA 02142

Re: CRA Bishop Allen Drive Contract Amendment Request

Dear Erica:

Please accept this request for a contract amendment to extend our contract through the end of the project. This amendment request includes the following additional services from Silverman Trykowski Associates, Inc and our design team.

1. Complete services of Silverman Trykowski Associates, Inc. through the end of the project. STA's current contract completes construction administration on September 17, 2021. We request additional compensation through November 30, 2021 for the completion of construction administration services which would conclude with an occupancy permit (or temporary occupancy permit).
2. With a completion date of November 30, 2021 we understand the close out period to occur from December 1, 2021 through March 1, 2022. Fee has already been provided in the design services contract for this work.
3. CBI Consulting; additional services related to evaluation of the elevator hoist beam. The existing hoist beam was called out as existing to remain however Otis required a higher than required load for the hoist beam and it needed to be replaced as a result.
4. CBI Consulting; mortar testing from Briggs Engineering and CBI time to coordinate the work. Work was required to confirm the mortar mix was consistent with what the Cambridge Historical Commission required.
5. EHE: additional services related to requirement for abatement hygienist as required for the project. EHE visited the site and observed abatement activities to make sure they were consistent with the project specifications and all regulatory guidelines.
6. EHE: moisture testing during construction – work was required due to water infiltration during construction. EHE visited the site to document water infiltration, monitoring of moisture levels, and recommendations for repairs.
7. Architectural Engineers: additional scope related to conversion of room 119, fire alarm wiring conditions review, lighting design revisions, rework of receptacle layouts.
8. Bohler Engineering: additional services related to redesign of the stormwater system and construction administration.
9. AM Fogarty has billed for all of their work and there is available fee from their original proposal to allocate elsewhere.



Additional service fee requests are attached for reference. Following is the break out of requested fees for each of the above noted design consultants.

STA: Extended CA Services:	\$20,000
CBI: Add for Mortar Testing (Briggs):	\$ 6,600
CBI: Evaluate Hoist Beam:	\$ 1,500
EHE (Add for Hygienist and testing):	\$14,500
EHE (moisture testing):	\$ 6,500
AEI (additional scope)	\$ 7,490
Bohler: Redesign Stormwater System:	\$ 6,000
Bohler: Add for CA:	\$12,500
Fogarty Reduction:	(\$8,619.78)

Total: \$66,470

The total design and engineering fee contract is currently \$696,350. With this amendment the new contract fee will be \$762,820. Please let us know if you require additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'David J. Silverman', with a long horizontal stroke extending to the right.

David J. Silverman, AIA, Principal



AGREEMENT FOR CONSULTING SERVICES

between
CBI Consulting, LLC
and
Silverman Trykowski Associates, Inc.

October 27, 2020

Felice Silverman, FIDA
Principal
Silverman Trykowski Associates, Inc.
125 Broad Street, 7th Floor
Boston, MA 02110

Tel: 617-426-1501
Cell: 617-967-4674
Email: fsilverman@sta-design.com

Proj: 93-99 Bishop Allen Drive, Cambridge, MA
Re: Agreement for Additional Structural Consulting Services – Mortar Composition
CBI Proposal No.: P191671.3

Dear Ms. Silverman:

CBI Consulting, LLC (CBI), a SOCOTEC company, is pleased to present the following fee proposal to provide additional structural engineering consulting services to coordinate and review the results of a mortar composition analysis. CBI is currently under contract for structural and building envelope consulting services as specified in the signed Agreement for Consulting Services dated June 29, 2020, and October 1, 2020, CBI proposal numbers P191671.1, and P191671.2.

PROJECT BACKGROUND:

In addition to the original RFQ scope of work, CBI understands that the project goals now will include retaining the services of a testing laboratory to perform a petrographic mortar composition analysis in order to match and specify the existing mortar properties for repointing of the brick masonry façade. CBI contacted a number of testing laboratories, and engaged the services of Briggs Engineering and Testing (Briggs). Briggs presented the lowest proposal fee to perform a petrographic analysis on two (2) mortar samples, and provide a final report summarizing the test results. CBI has visited the site on two (2) days, October 16, 2020 and October 19, 2020, to work with Midland Construction (contracted by others) to obtain mortar samples to drop off at the Briggs Laboratory in Weymouth, MA for testing. CBI will review and interpret the results of the mortar analysis report and provide the proper language for specifying the mortar for repointing the brick masonry façade in the construction contract documents.

Based on this approach, we offer the following Scope of Services:

SCOPE OF SERVICES:

Structural Engineering Consulting

A. Mortar Composition Analysis

1. Visit the above-mentioned site to obtain properly sized mortar joints that meet the minimum testing requirements.
2. Drop off the testing samples at the Briggs Testing Laboratory.
3. Review test results report provided by Briggs.
4. Provide STA with specific language to include in the project specifications and design drawings regarding the mortar for repointing of the existing masonry façade.
5. Attend one (1) teleconference call to discuss the results of the study.



EXCLUSIONS:

The following items are excluded from the fee:

1. Building Envelope Consulting.
2. Mechanical, Electrical, Plumbing, or Fire Protection evaluation or design which may arise in relation to the Building Envelope Work.
3. Energy modeling or similar analysis of the building’s performance.
4. Architectural Design.
5. Architectural and Building Envelope Drafting
6. Building Code analysis, except as it directly relates to the structural and building envelope work.
7. LEED documentation or analysis, or any similar green building rating system.
8. Revit, BIM, or similar three-dimensional modeling system.
9. Building Envelope Commissioning.
10. Destructive testing such as masonry test cuts, roof cuts, concrete cores, test pits, window removals, excavation, etc. or water testing, except for observation as noted in our Scope of Services.
11. Hazardous materials sampling and testing.
12. Geotechnical Engineering.
13. Site Civil Engineering.
14. Contractor Assistance.

PROFESSIONAL SERVICES FEE:

Structural Engineering and Consulting

CBI can perform the structural engineering consulting services tasks for a lump sum price of **\$6,600.00**. The fee is broken down as follows:

Mortar Composition Analysis:	\$ 3,400.00
<u>Briggs Fee</u>	<u>\$ 3,200.00</u>
TOTAL:	\$ 6,600

REIMBURSABLE EXPENSES: Miscellaneous and out of pocket expenses such as travel, printing, and photographs (with the exception of printing and mailing of bidding documents, which will be billed at cost plus fifteen percent [15%]) are included in the fee.

The attached Conditions of Engagement apply. We are prepared to begin at your direction, with signature below. Any action subsequent to the project scope will be under separate agreement.

CONDITIONS OF ENGAGEMENT

Services provided under this Agreement by CBI Consulting, LLC, (“CBI” or “Consultant”) are subject to the following Conditions of Engagement. Acceptance and use of any work-product prepared by CBI or to the extent CBI performs any services in connection with the Project at the verbal or written direction of the Client, indicates the Client’s acceptance of all of the terms set forth in the Conditions of Engagement and this proposal (together shall constitute the “Agreement”).

PAYMENT

1. Budget fee estimates are based on CBI’s projected work schedule. All work will be charged according to actual hours performed and pursuant to the rate schedule included in this Agreement. Although we have attempted to provide a directionally accurate estimate based upon information provided to us, the actual amount invoiced and that the Client is responsible for paying to CBI for the work could be higher or lower than the estimate. Client agrees to pay CBI for its services in connection with this Agreement.
2. All budget fee estimates are exclusive of reimbursable expenses, as described below.
3. Budget fee estimates do not include an allowance for meetings except where specifically noted in the scope of services.
4. The budget fee estimate value assumes that the Project continues based on the schedule listed in this Agreement, without significant interruptions or deviations. If any phase of the Project is stopped and then re-started after more than six (6) months, CBI may increase its rates, estimates, or staffing to include the work needed for re-starting the Project.
5. Invoices will be issued monthly and are due upon receipt. After thirty (30) days, 1½% per month late fee will be charged. CBI reserves the right to stop work on projects where invoices remain unpaid for over sixty (60) days. Collection fees, if required will

be charged to the Client. CBI reserves the right to suspend work, withhold the work product, or withhold signature on shop drawings, submittals, building department affidavits, or final approvals, if payments are not made in accordance with the contract. CBI shall not incur any penalty, or be liable for any damages resulting from its suspension of its services or its withholding of its work-product pursuant to this provision. To the fullest extent permitted by law Owner shall defend, indemnify and hold CBI harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by or incurred in connection with CBI's suspension of work or withholding of work product or signature pursuant to this section. Collection fees, including attorney's fees, if required, will be charged to the Client.

6. Reimbursable expenses are all expenses incurred by CBI in connection with this Project on behalf of the Client and will be marked up 15%. Reimbursable Expenses include, but are not limited to travel (portal to portal), long distance telephone charges, IT services, courier service, blue prints, and other reproduction costs. All air travel, if approved in advance by the Owner in writing, will be in business class.
7. To the extent the Project incurs delays, CBI may require an adjustment to our level of effort, hourly rate, and/or fee and will communicate any such adjustment in the form of a change order request and Client agrees that approval of such change order request shall not be unreasonably withheld.
8. Payment to CBI is not contingent on the performance of the contractor. Holding payments to CBI in response to contractor non-performance is a breach of contract.
9. For all residential clients, payment in full is due to CBI before the final work product will be released by CBI to the Client.

EXCLUSIONS & CONDITIONS

1. The sole beneficiaries of this Agreement and the services to be provided hereunder are the parties hereto. This Agreement is not intended and shall not be deemed to confer any benefit or rights upon persons or entities other than the parties hereto.
2. CBI will not be responsible for coordination of the construction work.
3. Equipment required to gain access to the interior and exterior areas to be monitored or reviewed, such as, but not limited to, ladders, scaffold and lift operator, will be provided by the Client at its expense. Access and coordination are the responsibility of the Client.
4. CBI will use prescriptive Building Code requirements (unless provided with more stringent requirements and those requirements associated values by the Client) as the basis for performing consulting and/or monitoring services contained within this proposal.
5. All documents necessary to CBI's performance of its services under this Agreement, will be supplied by the Client.
6. Laboratory and/or jobsite testing services, unless specifically noted in the scope of services in this proposal, are not included. If needed, CBI can provide an additional proposal for these services.
7. The Client will give five (5) business days prior written notice to CBI before all monitoring, meetings, job site visits as well as prior to the commencement of each task and/or Scope of Services item.
8. CBI will not have control 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, or for the failure of the Contractor, subcontractors, or any other person performing any of the Work, to carry out the Work in accordance with the Contract Documents. If CBI has knowledge of such failures it shall inform the Client.
9. Captions and titles of the different sections of this Agreement are solely for reference and are not considered as substantive parts of this Agreement.
10. To the extent CBI performs contract administration or inspection services under this Agreement, whether in a fabrication facility (e.g. "shop"), at a mockup, or at the site, those services provided by CBI hereunder are visual observations of readily accessible areas and systems. Latent or concealed defects which are not readily accessible or visible or conditions or defects which could not be evaluated without using destructive testing methods (by way of example, but not limited to, opening of column enclosures, opening of walls, roofs, or opening of ceilings) are not reviewed and are not the responsibility of CBI. With regard to monitoring elements which can be observed only when the walls are open (e.g., fire safing), the Client will have the sole responsibility of coordination between parties and of providing adequate notification to CBI as to when the observations can be made before the wall or construction assembly is closed. If it becomes necessary for the wall or the construction assembly to be reopened in order to allow for CBI's observation, such as for fire safing, the Client will be responsible for all associated costs.
11. All pedestrian safety, fall protection, overhead protection, fabrication, and Project site safety are the sole responsibility of the Client or others, and not CBI.
12. No warranties or guarantees of any nature are expressed nor are any to be implied by CBI. Any and all actions taken and/or decisions made as a result of any recommendation and/or services provided by CBI shall be at the entire risk and obligation of the Client.
13. CBI's services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by consultants performing similar services in the same locality, at projects of similar size and scope, and under the same or similar circumstances and conditions.

14. Any estimates of construction or other costs prepared by CBI will be based on the information then available to CBI. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. To the extent CBI has identified with particularity, in its scope of services, that it will provide consulting services in connection with an estimate of construction, the scope and budget estimate value for that work are as specifically set forth in this Agreement. Any services not specifically identified in the scope of services related to estimates of construction is excluded from this Agreement.
15. The Consultant will retain all samples removed from the Project site for ninety (90) days. After ninety (90) days, the samples will be disposed of unless the Client requests these samples in writing.
16. Client agrees to provide CBI with all of the information, plans and changes in plans, and new information that Client possesses that may materially affect the delivery of CBI's services. Client agrees to indemnify and hold CBI harmless from all claims, damages, losses, and related expenses involving information of which Client had knowledge but did not timely call to CBI's attention or correctly show on plans furnished to CBI.
17. The Client will provide the right of entry to the Project site and any other property necessary for the CBI, its sub-consultants, and all necessary equipment in order to complete the work. The Consultant and its sub-consultants will take reasonable precautions to minimize damage to the property. However, 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 sub-consultants will make a reasonable effort to avoid damage but the correction shall not become the obligation of the Consultant or its sub-consultants.
18. CBI's designs (if any), specifications, reports, notes, calculations, and other written or electronic documents (the "Work Product") are instruments of our service for this Project only. The Work Product may be used only for the purposes disclosed to us. The Client may not use or transfer the Work Product to others for a purpose for which they were not prepared without CBI's prior written approval. Client agrees to indemnify CBI for loss caused by any unauthorized use of CBI's work-product. Use of the Work Product for any other projects site or use is solely at the Client's risk and client recognizes that to do so would be hazardous. To the fullest extent permissible by law the Client shall indemnify defend and hold harmless CBI for any and all consequences, damages, including third party claims as a result of or incurred in connection with the unauthorized use of the Work Product.

MISCELLANEOUS TERMS

1. Hazardous and Toxic Materials: CBI shall have no responsibility for the discovery, removal, diagnosing and otherwise preventing the formation of, or protecting against hazardous and toxic materials, organisms and substances at the Project. The Client or Owner shall bring no claim against CBI relating to the presence of asbestos, hazardous wastes or any other hazardous or toxic materials at the Project. To the fullest extent permissible by law the Client or Owner shall indemnify, defend and hold harmless CBI from and against any and all claims, causes or action, damages, losses, liabilities and expenses, including but not limited to attorney's fees, insurance deductibles, and any costs associated with delays, arising out of the presence of asbestos, hazardous wastes or any other hazardous or toxic materials at the Project site.
2. Arbitration: All claims, disputes or matters in controversy relating to this Agreement (however characterized) shall be resolved by through binding arbitration administered by the American Arbitration Association in accordance with the American Arbitration Association construction rules and procedures then in effect. Such arbitration proceeding shall be conducted in Boston, Massachusetts unless the parties mutually agree to another location. Arbitration shall be conducted by a single arbitrator jointly selected by the parties, and in the event the parties cannot agree on the selection of the arbitrator within twenty (20) business days from commencement of such action, the arbitrator shall be appointed pursuant to the American Arbitration Association rules. The arbitrator shall decide the dispute expeditiously, the parties' objective being to have a reasoned award and decisions within ninety (90) calendar days from joinder of issue. The arbitrator may extend this period as necessary or appropriate. The arbitrator shall allow limited discovery as is appropriate and fair to the parties. A demand for arbitration shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted or demanded.
3. Limitation of Liability: CBI's liability is limited. The principals, employees and agents of CBI shall in no event be personally liable to the Client or any other third party. In no event shall CBI be liable to the Client, or any other entity, for an amount in excess of the actual fees collected by CBI for this engagement, nor for any consequential, incidental, economic, special, reliance, liquidated, performance, expectation or delay damages or for any design or construction defects. CBI's affiliates shall have no liability in connection with this Agreement to the Client or any other entity.
4. Indemnification: Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold CBI harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Client's negligence, acts, breach of this Agreement, errors or omissions and those of its contractors, subcontractors or consultants or anyone for whom Client is legally liable, and arising from the Project that is the subject of this Agreement. CBI is not obligated to indemnify Client in any manner whatsoever.
5. In the event that CBI will be compelled to participate in any dispute resolution proceedings, CBI shall be compensated and reimbursed by Client for CBI's participation at CBI's hourly rates at the time of its participation. This provision shall survive the termination or completion of this Agreement.
6. Statute of Limitations: Notwithstanding and overriding any applicable statute of limitations, Client and CBI agree that any and all actions, disputes, or claims brought by either party against the other or demands on a parties' insurance policy or policies, which relates in any way to this Agreement and CBI's services hereunder, shall be waived and barred upon the earlier of the



following: (a) after one (1) year has passed from the time the aggrieved party knew or should have known of its cause of action; or (b) after one (1) year has passed from the time of the last date CBI provides services pursuant to this Agreement on this Project.

- 7. Notice of Claims: For purposes of notice hereunder and for any other notice required by this Agreement, notice shall be given by certified mail or by hand delivery as follows:

If to the Client:

Felice Silverman, FIDA
Principal
Silverman Trykowski Associates, Inc.
125 Broad Street, 7th Floor
Boston, MA 02110

If to CBI:

Legal Department
CBI Consulting, LLC
250 Dorchester Ave.
Boston, MA 02127

- 8. Suspension of Services and Termination: The Agreement may be terminated by either party with seven (7) calendar days advanced written notice to the other party. CBI shall be entitled to suspend performance of its services under this Agreement if the Client fails to make payments in accordance with the terms of this Agreement. Client shall not be entitled to recover from CBI any delay or other damage or damages as a result of the invocation of CBI's right to suspend its services or terminate the Agreement. Upon termination, Client agrees to compensate CBI for all undisputed services provided up to the date of termination, and the foregoing provisions shall survive termination of the Agreement. To the fullest extent permitted by law Owner shall defend, indemnify and hold CBI harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by or incurred in connection with CBI's termination of the Agreement pursuant to this section.
- 9. This Agreement and the rights and obligations of the parties shall be interpreted, governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to principles of conflicts of laws.
- 10. This Agreement is the entire agreement and expresses the entire understanding between the Parties as to the subject matter herein. All other agreements between the parties, either express or implied are superseded and replaced in their entirety by this Agreement.
- 11. The contractor for this project shall include CBI Consulting, LLC as a Named Insured with a Waiver of Subrogation on its general liability, umbrella, and auto insurance for this project regardless of the CBI's involvement beyond the scope of this agreement. The client shall be responsible for the contractor's compliance with this provision.

If Client fails to accept this proposal within thirty (30) days from the date of the proposal, at CBI's sole direction, CBI reserves the right to render this proposal invalid and may present Client with a revised proposal which may have modifications to fee, scope, or terms.

Please contact the undersigned with any questions.

Best regards,
CBI Consulting, LLC

Wayne Lawson, P.E., SECB, MCPPO
Principal
wlawson@cbiconsultingllc.com

Acknowledged and Accepted

Client Signature Title

Print Name _____

Date _____

By signing you are certifying that you are authorized to enter into an Agreement either as the Owner or their Authorized Representative with CBI and that you will pay all charges or authorize payment for all charges.

EWM
P191671.3 - Agreement for Consulting Services - Add Services Mortar Composition - 10.26.2020



Briggs Engineering & Testing
A DIVISION OF PK ASSOCIATES, INC.

October 20, 2020

CBI Consulting LLC
250 Dorchester Ave
Boston, MA 02127
Attn.: Edward Mercer, EIT

RE: Fee Proposal – Mortar Analysis

Dear Edward,

Pursuant to your request, Briggs Engineering & Testing is pleased to submit this proposal to perform petrographic analysis on two mortar samples.

- | | |
|---|------------|
| 1. Petrographic Analysis
(2@ \$1,600/sample) | \$3,200.00 |
|---|------------|

Final report will be submitted summarizing the test results. If you have any questions concerning the aforementioned proposal, please do not hesitate to contact me at 781-871-6040

Very truly yours,
Briggs Engineering & Testing
A Division of PK Associates, Inc

Paul M. Skorohod
President



ENVIRONMENTAL HEALTH
& ENGINEERING, INC.

ABATEMENT OVERSIGHT, 93-99 BISHOP ALLEN DRIVE, CAMBRIDGE, MASSACHUSETTS

Prepared for:
Felice Silverman, FIIDA
Principal
Silverman Trykowski Associates Inc.

Prepared by:
Environmental Health & Engineering, Inc.
180 Wells Avenue, Suite 200, Newton, MA 02459-3328
800-825-5343

February 25, 2021

EH&E Project #23575.1



INTRODUCTION

Environmental Health & Engineering, Inc. (EH&E) presents this change of scope proposal to Silverman Trykowski Associates Inc. (STA) for additional asbestos sampling and analysis as well as abatement oversight support for 93-99 Bishop Allen Drive, Cambridge, Massachusetts (the Building). This proposal is based upon a conversation between David Silverman of STA and Yalissa Francis of EH&E on February 23, 2021.

SCOPE OF WORK

At the request of STA, EH&E previously conducted a focused investigation and testing in the Building to identify the presence of hazardous building materials that may be impacted by the Project. Based on the findings from the investigation and sampling, EH&E is now prepared to support STA during planned demolition/renovations at the Building. Abatement will be performed by designated abatement contractor Karma Environmental Services INC. (Karma) to address areas in the Building where asbestos-containing flooring materials has been identified. The following tasks will be undertaken to complete the scope of work as outlined.

TASK 1 ADDITIONAL SUSPECT-MATERIALS SAMPLING AND ANALYSIS

- Conduct additional sampling and analysis of suspect materials for asbestos in the work areas. The inspection will be performed by an Environmental Protection Agency (EPA)-accredited and Commonwealth of Massachusetts-certified asbestos inspector in accordance with standard EPA National Emissions Standards for Hazardous Air Pollutants (NESHAPS) requirements and Occupational Safety and Health Administration's (OSHA) asbestos inspection protocols to satisfy regulatory requirements. This change of scope will include collecting up to (25) bulk samples for laboratory analysis to determine asbestos content. The additional budget includes personnel time and laboratory fees.
- EH&E will prepare a letter report with the findings of the asbestos inspection.

TASK 2 ABATEMENT OVERSIGHT SUPPORT

EH&E will provide a licensed asbestos project monitor to conduct intermittent project oversight and clearance sampling at the completion of ACM removal from the Building.

- Prior to the removal of asbestos containing material, EH&E will visually inspect the work area to verify that it meets the criteria set forth in the approved Specification.
- EH&E will perform a final abatement inspection to confirm the removal of specified asbestos-containing materials from each work location.

- EH&E assumes that up to ten sets of clearance air monitoring samples will be required to complete the project, including one each at up to eight (8) containments and a contingency of two additional rounds of testing for potential clearance failures. Although the abatement contractor proposed only five (5) containments, EH&E believes that it is possible that additional containments will be necessary. If fewer site visits are required, cost will be lower. If required, EH&E will, at STA's request, provide continued oversight at additional cost on a time and materials basis.
- EH&E will provide a US Environmental Protection Agency accredited and Massachusetts-certified Asbestos Project Monitor to conduct the abatement oversight tasks.
- EH&E will provide a letter report documenting abatement completion and the results of clearance inspections and testing.

STAFFING

The following staff members will support the project in the following areas:

- Yalissa Francis, M.S.
Staff Scientist / Project Manager
- Cynthia D. Campisano, M.S., P.G.
Principal Consultant / Project Executive

BUDGET AND BILLING SCHEDULE

This work will be undertaken in accordance with the attached *Terms and Conditions* and *2021 Billing Rates* and will be billed on a time and materials basis with an estimated budget of \$14,500 which includes an allowance for laboratory, equipment, and travel costs. Additional investigations, or other work, beyond this proposed scope can be performed via a change of scope. If the work can be completed in less time and/or with fewer samples, costs will be lower.

Invoices itemizing the staff hours worked and direct costs incurred in the performance of the proposed project will be issued monthly by EH&E. Payments shall be sent to Environmental Health & Engineering, Inc., 180 Wells Avenue, Suite 200, Newton, MA 02459-3328. All payments are due within thirty (30) days of the invoice date. Invoices not paid within thirty days shall be subjected to interest charges at the rate of 1.5 percent per month (18% per annum).

CLIENT SATISFACTION PROGRAM

EH&E's goal is to provide our clients with exceptional service and the highest-quality deliverables. Your satisfaction is of the utmost importance to us. To ensure we meet your expectations, we conduct regular assessments of our performance. We will be sending you a **simple, one-question email survey** to gauge your satisfaction and would very much appreciate your frank response to it.

Please note that you may opt-out of the Client Satisfaction Survey at any time via a link in the survey.

PROPOSAL ACCEPTANCE (P23575 COS I)

Please sign in the space below indicating your acceptance of this proposal, dated February 25, 2021, and the enclosed *Terms and Conditions* and *2021 Billing Rates* as an individual empowered to authorize this work, and mail the signed original to our attention. In addition, a copy may be sent via facsimile transmission to expedite project start-up. This quote remains valid for 30 days after the date of this proposal.

To facilitate billing, please reference project number P23575.1 on the Purchase Order.

If you have any questions regarding this proposal, please feel free to contact us at 1-800-TALK EHE (1-800-825-5343).

Sincerely,



Cynthia D. Campisano, M.S., P.G.
Principal Consultant / Project Manager



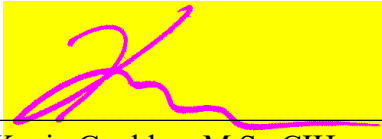
Matt A. Fragala, M.S., CIH, CSP
Managing Principal Consultant
Education & Commercial

Authorized Agents:

Silverman Trykowski Associates Inc.

Environmental Health & Engineering, Inc.

Name:
Title:



Kevin Coghlan, M.S., CIH
Chief Operating Officer

Date

Enclosures: *Terms and Conditions*
2021 Billing Rates
Project Documentation Assignment Form

ENVIRONMENTAL HEALTH & ENGINEERING, INC. 2021 BILLING RATES

STAFF

Charges for work performed, including office and field time, will be calculated in U.S. currency based on the Personnel Level/Description rates shown below. The rates are fully loaded (i.e., they include fringe benefits, burden, and other applicable costs).

Personnel Level/Description	Rate/Hour Range
Principal	\$375.00 – \$450.00
Principal Scientist/Engineer	\$240.00 – \$425.00
Managing Principal Consultant/Associate Director	\$220.00 – \$295.00
Principal Consultant	\$195.00 – \$230.00
Senior Scientist/Engineer	\$160.00 – \$235.00
Staff Scientist/Engineer/Data Analyst	\$100.00 – \$180.00
Technical Specialist	\$80.00 – \$110.00
Technical Support/Production/Practice Administrator	\$65.00 – \$85.00

Time spent for inter-city travel will be billed in accordance with the above. Overtime hours worked, if authorized by the client, will be billed in accordance with the above for exempt employees (non-hourly).

OTHER DIRECT COSTS

Charges for Other Direct Costs provided by EH&E are computed on the basis of actual cost plus fifteen percent. Examples of such items that are directly attributable to the project include: shipping charges, laboratory analysis, printing and reproduction, special fees, permits, special insurance and licenses, subcontracts, and miscellaneous materials. Travel, travel related expenses, and equipment purchased for the project with advanced authorization, are also computed on the basis of actual cost plus fifteen percent.





ENVIRONMENTAL HEALTH
& ENGINEERING, INC.

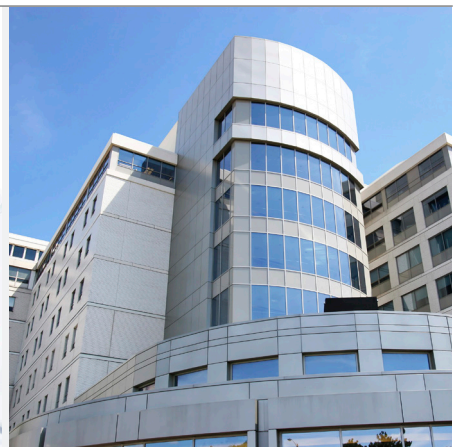
WATER DAMAGE ASSESSMENT, 93-99 BISHOP ALLEN DRIVE, CAMBRIDGE, MASSACHUSETTS

Prepared for:
David Silverman
AIA Principal
Silverman Trykowski Associates Inc.

Prepared by:
Environmental Health & Engineering, Inc.
180 Wells Avenue, Suite 200, Newton, MA 02459-3328

October 14, 2021

EH&E Project # P23575.3



INTRODUCTION

Environmental Health & Engineering, Inc. (EH&E) presents this change of scope proposal to Silverman Trykowski Associates Inc. (STA) to provide water damage assessment services following water release event that occurred on September 2, 2021. EH&E understands that the water intrusion occurred during heavy rain through an unfinished roof and elevator shaft on the north side of 93-99 Bishop Allen Drive, Cambridge, Massachusetts (the Building). This proposal is based upon a conversation between David Silverman of STA and Yalissa Francis of EH&E on September 3, 2021.

SCOPE OF WORK

The scope of work was limited to areas reportedly impacted by the water intrusion event. Areas impacted included the north side of Building, first, second and third floor between the north elevation and the elevator shaft (the Spaces). EH&E conducted an assessment in the Spaces to evaluate the extent of water impacted and water damaged materials. Based on these activities, EH&E provided findings and, as warranted, recommendations and/or guidance to address potentially water damaged building materials. EH&E will also provide guidance during the course of the water damage restoration and document the effectiveness and completeness of these remediation efforts. The following tasks were and will be undertaken to complete the scope of work as outlined.

Phase I

Task 1 Initial Site Investigation and Moisture Mapping (Completed September 10 and 17, 2021)

- Spoke with personnel representing STA to review the objectives of EH&E's scheduled evaluation.
- Inspected accessible areas within the Spaces, focusing on areas where leaks occurred, to identify visible signs of water damage and/or potential mold growth conditions. This included a visual survey of potentially moisture-impacted surfaces to identify staining, efflorescence, or other visible signs of water damage or mold growth. EH&E requested floor layout plans for the Building to be used for orientation purposes.
- Conducted a moisture assessment in inspected locations to identify materials with elevated moisture content. This survey was performed in conjunction with the visual inspection to identify evidence of water damage (such as staining or peeling paint) and included the use of an infrared thermographic camera to screen for evidence of wet building materials. Suspect materials were evaluated for moisture content using a moisture meter.

Task 2 Preliminary Communication of Findings (Completed September 12, 20 and 30, 2021)

- Provided on-site communication, indicating findings from the initial moisture mapping survey.
- Communicated available findings electronically, following initial site assessments.
- Coordinated response efforts with GVW Construction (STA designated response contractor) to implement appropriate remediation efforts. This included designating areas where materials could be either actively dried or removed.
- Provided mark-up drawings of the Spaces indicating findings from initial moisture mapping survey.

Phase II

Task 1 Follow Up Site Inspection

- Conduct a moisture assessment in the Spaces to evaluate the efficacy of remediation efforts and identify remaining wet building materials. This survey will be performed using methods described in Phase I, Task 1

Task 2 Documentation and Report Generation

- Communicate available findings both verbally and electronically following site assessments
- Prepare and submit a written report including:
 - Documentation of the methodology and findings of the review
 - Observations and recommendations to document restoration efforts in the Space
 - Recommendations for additional inspection and/or testing, as necessary
 - Recommendations for strategies to identify and mitigate indoor environmental quality issues, as necessary

PROJECT ASSUMPTIONS

The investigation and sampling will be completed within four to five visits, followed by the production of a final report. If additional activities are warranted or requested, these efforts can be conducted at costs above those outlined below; additional efforts, if necessary, will only be conducted after approval from STA. EH&E assumes that STA will provide full access as needed

for the inspection, personnel who are familiar with relevant project conditions, and assistance with access.

STAFFING

The following staff members will support the project in the following areas:

- Yalissa Francis, M.S.
Staff Scientist / Project Manager
- Cynthia D. Campisano, M.S., P.G.
Principal Consultant / Project Executive

BUDGET

This work will be undertaken in accordance with the attached *Terms and Conditions* and will be billed on a fixed fee basis of \$6,500

Task	Cost
Labor	\$5,000
Other Direct Costs (Travel, Equipment, Lab Analysis)	\$1,500
Total	\$6,500

BILLING SCHEDULE

Invoices indicating the percent completion of the performance of the proposed project will be issued monthly by EH&E. Payments shall be sent to Environmental Health & Engineering, Inc., 180 Wells Avenue, Suite 200, Newton, MA 02459-3328

CLIENT SATISFACTION PROGRAM

EH&E's goal is to provide our clients with exceptional service and the highest-quality deliverables. Your satisfaction is of the utmost importance to us. To ensure we meet your expectations, we conduct regular assessments of our performance. We will be sending you a **simple, one-question email survey** to gauge your satisfaction and would very much appreciate your frank response to it. Please note that you may opt-out of the Client Satisfaction Survey at any time via a link in the survey.

PROPOSAL ACCEPTANCE (P23575 COS II)

Please sign in the space below indicating your acceptance of this proposal, dated October 14, 2021, and the enclosed *Terms and Conditions* and *2021 Billing Rates* as an individual empowered to authorize this work, and mail the signed original to our attention. In addition, a copy may be sent via facsimile transmission to expedite project start-up. This quote remains valid for 30 days after the date of this proposal.

Sincerely,



Yalissa Francis, MS.
Staff Scientist / Project Manager



Cynthia D. Campisano, M.S., P.G.
Principal Consultant / Executive

Authorized Agents:

Silverman Trykowski Associates Inc.

Environmental Health & Engineering, Inc.

Name:

Title:



Kevin Coghlan, M.S., CIH

Chief Operating Officer

Date

Enclosures: *Terms and Conditions*
2021 Billing Rates
Project Documentation Assignment Form

ENVIRONMENTAL HEALTH & ENGINEERING, INC.

STANDARD TERMS AND CONDITIONS FOR PROFESSIONAL, ENGINEERING, AND TECHNICAL SERVICES

Section 1. Services to be Provided. Environmental Health & Engineering, Inc. (EH&E) shall provide professional, engineering, and technical services for the Client in accordance with these terms and conditions and in the Proposal for Services. No modification to the Proposal for Services shall be effective unless in writing and executed by the Client and EH&E. The general terms and conditions herein shall apply to such modifications as well. Capitalized terms used but not defined herein shall have the meaning set forth in the Proposal for Services.

Section 2. Responsibilities of Client.

(a) Right of Entry. Client hereby grants to EH&E or represents and warrants (if the Site is not owned by Client) that permission has been duly granted for a Right of Entry from time to time, by EH&E, its agents, staff, representatives, and employees, upon the Site for the purpose of performing and with the right to perform all acts, studies and research, including, without limitation, the collection of samples from air, water, and soil, as well as surface and bulk materials of the structure or components pursuant to the Proposal for Services. Client hereby recognizes that such collection may affect or alter the terrain, buildings, grounds or equipment in, or upon the Site. Client accepts the fact that this is inherent to EH&E's work and will not hold EH&E liable or responsible for any such reasonable alteration or damage.

(b) Records and Information. Client will provide to EH&E (i) all reports, information, assessments and standards in Client's possession required by EH&E to perform the services described in the Proposal for Services, and (ii) all plans and other information in Client's possession concerning the Site, including, if applicable, any utility locations, or buried structures or piping. EH&E will not be liable for any damage to any such utility locations, buried structures or piping which are misidentified in any such plans or information provided by Client.

(c) Communications with EH&E. Client agrees to designate a representative or representatives to act as Client's representative, and such representative shall, without limitation, examine all documents submitted by EH&E to Client, and promptly respond in writing in a timely manner with respect to any required decisions or approvals.

(d) Permits. Unless otherwise provided for in the Proposal for Services, the Client will be responsible for obtaining any permits and consents necessary for the performance of EH&E's work under the Proposal for Services.

Section 3. Billing and Payment. Client agrees to pay EH&E, in the manner provided herein, and in accordance with the rates and charges set forth in the attached Proposal for Services. Invoices for EH&E's services will be submitted on a monthly basis. If any state or municipality imposes a service, sales or related tax on EH&E's services, the amount of such tax as lawfully required will be included on the invoices and Client agrees to pay such tax. All such invoices shall be due and payable within thirty (30) days of receipt. If payment is not timely made, the overdue balance shall bear interest at the lesser of the maximum lawful annual interest rate or 1 1/2% per month. If Client disputes an invoice, a detailed explanation for the basis of the objections must be provided by the Client within fifteen (15) days of the date of billing and the undisputed portion must still be paid within thirty (30) days after the date of billing. If Client fails to pay any invoice due to EH&E within thirty (30) days after the date of billing, EH&E, without waiving any other claim or right against Client, and without liability whatsoever to Client, may terminate its performance of services of the work being performed under the Proposal for Services and, at EH&E's option, on any other ongoing project on behalf of the Client, and Client will remain liable for all services and expenses through the date of termination, plus expenses of termination. In the event EH&E places any unpaid invoice with an agency or an attorney for collection, Client agrees to pay all costs and expenses of such collection, including, without limitation, all reasonable attorney's fees and court and/or arbitration costs. The parties acknowledge that (a) the Client has agreed to the provisions of this paragraph in lieu of providing to EH&E a retainer commensurate with the scope of the Services; (b) the collection of overdue accounts would be unduly time-consuming, expensive and burdensome to EH&E without the protections provided by this paragraph; and (c) the provisions of this paragraph are a material inducement, and a condition precedent, to EH&E providing the services described in the Proposal for Services. If EH&E or any of its agents or employees is called upon to participate in any manner in any litigation relating to or in connection with EH&E's services (including, without limitation, as a witness in any deposition or trial, or in connection with the production of any of EH&E's records), whether such litigation arises during or subsequent to the rendering of such services by EH&E, the Client will reimburse EH&E at its then standard "expert witness" rate for (a) the time devoted to such matter by any professionals employed or utilized by EH&E (including, without limitation, the fees of EH&E's attorneys if EH&E determines in good faith that the services of its attorneys are appropriate under the circumstances) and (b) disbursements.

Section 4. Insurance; Damage; Liability.

(a) Insurance and Liability of EH&E. EH&E shall, during the performance of its work under the Proposal for Services, keep in force the following insurance subject to the conditions, limitations and deductibles of the policies: (1) Worker's Compensation Insurance for its employees with statutory limits; (2) Commercial General Liability Insurance with limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (3) Commercial Umbrella Coverage with limits of \$15,000,000 per occurrence and \$15,000,000 in the aggregate; (4) Automobile Liability Insurance with limits of \$1,000,000 per occurrence and \$1,000,000 in the aggregate; and (5) Pollution Errors and Omissions Liability Insurance with limits of \$5,000,000 per occurrence and \$5,000,000 in the aggregate. EH&E agrees to furnish Client, upon Client's request, insurance certificate(s) reflecting EH&E's compliance with the requirements of this Section. The provision of insurance as set forth herein shall not be construed as EH&E's assumption of any liability arising out of any act or omission of Client, or out of any event for which EH&E would not otherwise be liable pursuant to the terms of this Agreement or by law.

Unless covered by insurance carried by EH&E pursuant to this Section 4, in which case the coverage and limits specified to be maintained shall apply, the aggregate liability of EH&E for any and all claims, damages, costs or expenses, including attorney's fees, resulting from EH&E's performance or non-performance of its obligations under this Agreement, whether based in contract, breach of warranty, or tort, including negligence, strict liability, indemnity, misrepresentation or any theory of liability other than gross negligence or intentional misconduct, shall not exceed the total compensation paid to EH&E for services out of which the claim, damage, cost or expense arose, but in no event shall EH&E be liable for any consequential, punitive, incidental or special damages such as loss of profits or revenues or increased cost of operation or by reason of shut down or delay.

If Client desires EH&E to obtain greater limits or additional types of insurance, EH&E shall endeavor to obtain, at Client's sole expense, such insurance, and if obtained, the parties shall execute an amendment to this Agreement so documenting the additional insurance obtained by EH&E and the additional compensation due from Client.

In no event shall any individual officer, director, employee or agent of EH&E be subject to any personal liability for any acts or omissions of EH&E. Client covenants not to sue any such individual personally.

The provisions of this Section 4 allocate the risks under this Agreement between EH&E and Client. EH&E's pricing reflects this allocation of risk and the limitation of liability specified herein.

(b) Standard of Care. EH&E shall perform its services in accordance with generally accepted engineering and technical practices and standards, measured at the time the services are performed and not according to later standards, and makes no other warranty, either express or implied, as part of this Agreement. EH&E will not be liable for damages or injury arising from damage to or interference with building structures and components which are not expressly disclosed in writing to EH&E's prior to the commencement of services and/or not correctly shown on the plans, if any, furnished by Client in connection with work performed under this Agreement. EH&E shall have no responsibility for supervising or controlling any contractor utilized by Client or its employees or subcontractors, its means, methods, procedures, its jobsite safety practices or programs, including, without limitation, occupational health and safety, or its failure to perform its work in accordance with applicable laws, rules, regulations, permits, licenses or contract documents. EH&E shall not be held responsible or liable for any contractor's failure to observe or comply with the Occupational Health and Safety Act of 1970, as amended, any regulations or standards promulgated there-under, any EPA regulation addressing working conditions, or any state, county, or municipal law or regulation of similar import or intent. EH&E shall not be liable for the interpretation by others of the data or information it develops. EH&E shall not be responsible for delays occasioned by factors beyond its control, nor by factors which could not have been reasonably foreseen at the time the services were authorized. EH&E is not responsible for the health and safety of on-site personnel (including, without limitation, subcontractors, other contractors and third parties that are not employees or direct subcontractors of EH&E), and the Client will indemnify, defend and hold harmless EH&E, its officers, directors, agents, representatives and employees from and against all claims, expenses or fees of every kind arising out of any unsafe conditions in or about the Client's property not caused by EH&E. Any wording in a purchase order or similar authorization for payment which requires EH&E to indemnify the client for claims arising out of conditions at the Client's business, where the conditions exist prior to any work by EH&E, and EH&E does nothing to make the conditions worse, and performs its work in a non-negligent manner, are hereby expressly, preemptively, rejected.

(c) Claim Period. Client shall not assert any claim or suit, whether in tort, breach of warranty, contract or otherwise, against EH&E after expiration of the shorter of (a) one (1) year from substantial completion of the particular service(s) out of which the claim or suit arose or (b) the time period of any statute of limitation or repose provided by law.

Section 5. Hazardous Substances; Unforeseen Occurrences.

(a) Hazardous Substances Defined. The term "Hazardous Substances" shall mean and include asbestos, polychlorinated biphenyls, radioactive substances, other carcinogens, oil and other petroleum products, pollutants or contaminants that could be detrimental to the environment, and any other hazardous or toxic materials, wastes or substances which are defined, determined or identified as such in any past, present or future federal, state or local laws, rules, codes or regulations or any judicial or

administrative interpretation of such laws, rules, codes or regulations.

(b) Scope of Services, Indemnification. Unless the attached Proposal for Services expressly provides that EH&E is to render professional services associated with Hazardous Substances (including its detection, removal or disposal), EH&E shall provide no such services. Client will indemnify, defend and hold harmless EH&E, its officers, directors, agents, representatives, and employees from and against all claims, expenses, or fees of every kind arising out of or related in any way to Hazardous Substances regardless of whether the claims or demands are based on contract or tort, including negligence, strict liability, warranty or otherwise. Notwithstanding the foregoing, Client's obligations to indemnify EH&E shall not apply to any claims or damages which are adjudicated to have resulted from EH&E's gross negligence or willful misconduct.

(c) Client's Duty to Notify of Hazards. Client agrees to advise EH&E promptly and in writing of any known hazardous substances or any known condition existing in, on, or near the Site presenting a potential danger to human health or the environment.

(d) Unforeseen and Unanticipated Occurrences. If, during performance of services, any unforeseen Hazardous Substances or other unforeseen conditions or occurrences are encountered which, in the judgment of EH&E, significantly affect or may affect the services or the recommended scope of services, EH&E will promptly notify Client thereof. Subsequent to that notification Client and EH&E agree to pursue, by mutual agreement, one of the following options:

(i) If practicable, in the judgment of EH&E, the original scope of services will be completed in accordance with the procedures originally intended in the Proposal for Services; or

(ii) The scope of the services will be modified and the estimate of charges revised to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or

(iii) The services will be suspended (immediately or upon such date specified by EH&E) or may be terminated, effective on the date specified by EH&E in writing. Client agrees to pay EH&E in full for all services completed and fees up to and including the date specified in the written termination and to pay all reasonable costs incurred by EH&E prior to and in connection with discontinuance of services.

(e) Manifests. In the event that the Proposal for Services includes the removal of Hazardous Substances from the Site, EH&E's obligation to do so is conditioned upon the Client signing all necessary manifests naming the Client as the generator of the waste. If the Client is not the generator of the waste, the Client will arrange for the generator to sign the manifests, but in no event will EH&E be, or be deemed to be, the generator or owner of any hazardous substances removed from the Site.

Section 6. Samples; Documents.

(a) Samples. Unless otherwise mutually agreed in the Proposal for Services or an amendment thereto, EH&E will preserve such air, soil, water and other samples, if any, obtained from the Site for thirty (30) days after EH&E's submission of its initial report. Samples will be available at EH&E's office for inspection by Client and others authorized by Client, upon reasonable notice, at any time during normal business hours.

In the event that samples collected from the Site contain Hazardous Substances, EH&E will either (i) dispose of such samples by contract with a qualified waste disposal contractor; or (ii) upon timely written notice from Client, ship such samples by a licensed transporter to a licensed disposal facility selected by Client. Client agrees to pay all costs associated with the storage, transport, and disposal of samples, and to indemnify EH&E in the manner provided in Section 5(b) above for any liabilities arising therefrom. In the event any sample must be stored by EH&E for a period in excess of ninety (90) days, Client agrees to pay an additional fee charged in accordance with the EH&E's standard laboratory schedule.

In no event shall EH&E be liable for any errors in the laboratory testing of samples unless such laboratory was a subcontractor of EH&E, and only then if such testing was not performed using generally accepted methodologies.

(b) Documents. All reports, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by EH&E as instruments of service shall remain the property of EH&E. Client agrees that all reports and other work furnished to Client or its agents shall be utilized by Client solely for the intended purposes of the Proposal for Services. EH&E will retain all pertinent records relating to the services performed for a period of five (5) years following submission of the report, during which period the records will be made available to Client at EH&E's office at all reasonable times and during normal business hours. Copies will be prepared by EH&E for reasonable cost of reproduction at Client's written request and expense.

Section 7. Confidentiality. EH&E will not disclose information designated by Client as confidential, and will keep confidential and not disclose Client's name, Client's project addresses, the nature of the conditions for which Client seeks EH&E's services, or the nature and extent of EH&E's services, except to the extent necessary for EH&E to (i) perform its services generally, not limited to the scope of this contract, (ii) comply with professional standards to protect public health, safety and the environment, and (iii) comply with governmental laws, regulations and court orders. Information which is known to the public, or technical information which EH&E may have developed independently, or acquired without breach of any duty, will not be considered confidential.

In no event shall EH&E have any liability to Client for disclosure of confidential information if made under EH&E's bona fide belief, or on advice of counsel, that disclosure is required by law.

Section 8. Arbitration. Any controversy or claim arising out of or relating to the Proposal for Services and/or these Terms and Conditions, or the breach thereof, may, at the option of the party initiating enforcement, be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in Boston, Massachusetts, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitrator shall award the prevailing party its costs and reasonable attorney's fees.

Section 9. Subcontractors; Work of Others. Under no circumstances will EH&E be responsible for the acts or omissions of any parties performing services at the Site, other than EH&E's own subcontractors and employees. Strictly as a courtesy to the Client, an agent or employee of EH&E may, at the request of the Client, provide a recommendation as to an individual or firm (the "Separate Entity") available to perform services on behalf of the Client. In no event shall EH&E have any liability for the acts or omissions of such Separate Entity, unless such Separate Entity is an actual subcontractor of EH&E. If EH&E provides an opinion at Client's request of the possible costs of services or materials to be provided by such Separate Entity, such opinion will have been given strictly as a courtesy and will not be binding on either EH&E nor the Separate Entity.

Section 10. Recruitment. During the term of this Agreement and for the one hundred eighty (180) day period immediately following the period for which an EH&E employee last performed services for Client under this Agreement, Client shall not, directly or indirectly, for itself, or on behalf of any subsidiary or affiliated company of Client (collectively referred to as the Client), participate in or promote the solicitation of such employee to leave the employ of EH&E, or hire or engage such employee. If any EH&E employee is hired by client, either directly or indirectly, within one hundred eighty (180) days of the last day the employee provided services under this Agreement, Client will pay a conversion fee to EH&E as liquidated damages an amount equal to the greater of (i) 50% of the total annual base salary, bonuses, commissions and other cash compensation paid or payable to the employee for the first twelve (12) months of such employment, or (ii) 50% of the total annual base salary, bonuses, commissions and other cash compensation paid by EH&E to the employee for the last twelve (12) months of his/her employment with EH&E. These damages, to which the parties agree EH&E is entitled, are in recognition of the significant cost and risk to EH&E in recruiting, retaining, training, deploying, and replacing its staff, among other costs and risks.

Resumes submitted to Client are confidential and for Client's use only. Client agrees that EH&E is representative of all candidates for which resumes are submitted to Client by EH&E in response to Client's requests. Accordingly, Client agrees that if any candidate submitted to Client by EH&E is hired either directly or indirectly by Client within one hundred eighty (180) days of receipt of the resume, Client agrees to pay EH&E as liquidated damages an amount equal to 50% of the total annual base salary, bonuses, commissions and other cash compensation paid or payable to the employee for the first twelve (12) months of such employment, whether or not the employee provides any services to Client.

Section 11. Termination. The obligation to provide further professional services under this agreement may be terminated by either party upon thirty (30) days written notice, sent certified mail return receipt requested. If Client terminates this agreement under terms of this paragraph, EH&E shall be paid for all services performed and costs incurred to the effective date of termination.

Section 12. Miscellaneous. In the event that any provisions herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and binding upon the parties hereto. This Agreement shall be construed as a Massachusetts contract and shall be governed, construed, applied and enforced in accordance with the laws of the Commonwealth of Massachusetts without giving effect to its conflicts of laws principles. It is expressly agreed that any suit pertaining to this Agreement, whether by way of claim, counterclaim or otherwise, shall be filed and adjudicated exclusively in the federal and state courts within the Commonwealth of Massachusetts. This Agreement shall take effect as a sealed instrument. This Agreement may not be assigned by either party without the prior written consent of the other, provided, however, that this is not in derogation of EH&E's right to retain independent contractors. Nothing herein shall be construed as conferring any rights or benefits on any party other than Client and EH&E. Unless the Proposal for Services contains an explicit acknowledgement by EH&E that Client is acting as agent for a disclosed principal, and not as a principal, Client (i.e., the party executing the Proposal for Services), regardless of any title or nomenclature inserted by the Client in connection with its execution of the Proposal for Services, shall be deemed to have executed the Proposal for Services as principal rather than agent, and all obligations, liabilities and duties imposed on Client pursuant to the Proposal for Services and these Terms and Conditions, including, without limitation, the obligation to pay all fees and other monetary obligations to EH&E, shall be directly binding on Client. This Agreement, together with the Proposal for Services, represents the entire and integrated agreement between Client and EH&E and supersedes all prior negotiations, representations or agreements, either written or oral, for this Proposal for Services. Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver be so expressed in writing and signed by the party to be bound. If any term, provision or clause hereof is held to be invalid, such invalidity shall not affect or render invalid any other provision or clause hereof, all of which shall remain in full force

and effect. If any provision herein is so broad as to be unenforceable, then such provision shall be interpreted to be only as broad as is enforceable under applicable law. To the extent any provision in these Terms and Conditions conflicts with any terms of the Proposal for Services, then unless the Proposal for Services expressly states that it overrides the conflicting provision herein, the applicable provision(s) in these Terms and Conditions shall control.

ENVIRONMENTAL HEALTH & ENGINEERING, INC. 2021 BILLING RATES

STAFF

Charges for work performed, including office and field time, will be calculated in U.S. currency based on the Personnel Level/Description rates shown below. The rates are fully loaded (i.e., they include fringe benefits, burden, and other applicable costs).

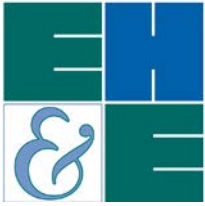
Personnel Level/Description	Rate/Hour Range
Principal	\$375.00 – \$450.00
Principal Scientist/Engineer	\$240.00 – \$425.00
Managing Principal Consultant/Associate Director	\$220.00 – \$295.00
Principal Consultant	\$195.00 – \$230.00
Senior Scientist/Engineer	\$160.00 – \$235.00
Staff Scientist/Engineer/Data Analyst	\$100.00 – \$180.00
Technical Specialist	\$80.00 – \$110.00
Technical Support/Production/Practice Administrator	\$65.00 – \$85.00

Time spent for inter-city travel will be billed in accordance with the above. Overtime hours worked, if authorized by the client, will be billed in accordance with the above for exempt employees (non-hourly).

OTHER DIRECT COSTS

Charges for Other Direct Costs provided by EH&E are computed on the basis of actual cost plus fifteen percent. Examples of such items that are directly attributable to the project include: shipping charges, laboratory analysis, printing and reproduction, special fees, permits, special insurance and licenses, subcontracts, and miscellaneous materials. Travel, travel related expenses, and equipment purchased for the project with advanced authorization, are also computed on the basis of actual cost plus fifteen percent.





PROJECT DOCUMENTATION ASSIGNMENT FORM

By default, EH&E will send all correspondence via email. Do you prefer a different method?

Hardcopy via US MAIL

Hardcopy via FAX (maximum number of pages to be transmitted: _____)

Is a purchase order number required prior to invoice processing?

Yes

No

What information should we provide your AP department to expedite processing?

To whom should the invoices be addressed?

Please send invoices to: proposal contact or other contact person (e.g., accounting)

If you selected "other contact person," please provide their information below:

Full Name: _____

Title: _____

Address 1: _____

Address 2: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Fax: _____

Email: _____

To whom should our reports be addressed?

Please send reports to: proposal contact or other contact person

If you selected "other contact person," please provide their information below:

Full Name: _____

Title: _____

Email: _____

Please return this completed form along with the signed Proposal Acceptance Form.

May 27, 2021

David J. Silverman, AIA
Principal
Silverman Trykowski Associates, Inc.
125 Broad Street, 7th Floor
Boston, MA 02110

Architectural Engineers, Inc.

Re: CRA Bishop Allen Drive, Cambridge MA
Design Services Add Services Proposal

Dear David,

We are pleased to submit an add services proposal to provide HVAC & electrical design and construction administration to provide design services for CRA Bishop Allen Drive building in Cambridge, MA. The services include review of fire alarm system wiring, lighting design changes to exterior of the building and receptacles layout design changes and an owner requested design change to Room 119.

Project Understanding/Scope of Work

Provide Electrical/HVAC design support as follows:

- Design new system layouts based on changing the designed conference room to office space 119
 - Lighting and power revisions based on new programming for Room 119.
 - Review of HVAC system design for Room 119.
- Fire Alarm system wiring conditions review
 - On-site review of existing fire alarm wiring.
 - Issued bulletin 1 to redesign the fire alarm system to include new wiring.
 - Provide feedback for PCO of wiring changes.
- Lighting Design Changes to the exterior of the building
 - Coordination with Lighting consultant for photometric plans.
 - Produce sketches for new lighting design.
- Rework of receptacle layout
 - Provide reduced receptacle plan for review
 - Provide bulletin to re-wire all receptacles.
 - Incorporate the design into the construction documents and specifications.
 - Review PCO's for receptacle wiring

6 3 F r a n k l i n S t r e e t

B o s t o n , M A 0 2 1 1 0

6 1 7 5 4 2 - 0 8 1 0

Meetings:

- There have been three on site meetings with the contractor, one for HVAC and two for Electrical.

F a x 5 4 2 - 8 4 5 1

Construction Administration

- Construction administration is for the design provided by AEI and does not include any coordination with the vendor or and changes to the design during CA.

Proposed Fee:

We propose to complete the scope of work described above for a fixed fee of **\$7,490.**

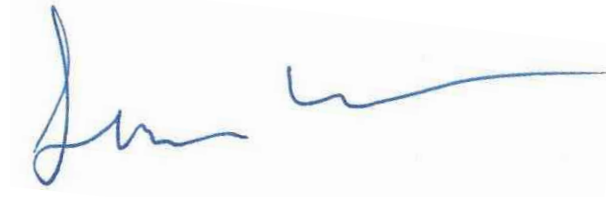
Please see below breakdown:

Category	hours	rate	total
Principal/chief engineer	2	\$302	\$604
Project Manager	2	\$100	\$200
Sr. Engineer	4	\$245	\$980
Engineer	9	\$160	\$1,440
Senior Designer	10	\$175	\$1,750
Designer	16	\$120	\$1,920
BIM Manager	1	\$196	\$196
CAD	4	\$100	\$400
Total	48		\$7,490

We look forward to continuing this project with you.

Very truly yours,
ARCHITECTURAL ENGINEERS, INC.

Susan Wisler, PE, LEED AP
President



CONTRACT AMENDMENT #1

December 31, 2020
Via Email

Silverman Trykowski Associates, Inc.
125 Broad Street, 7th Floor
Boston, MA 02110

Attention: David J. Silverman, AIA, Principal

**RE: Professional Engineering Services
Proposed Residential Development
93-99 Bishop Allen Drive
City of Cambridge
Middlesex County, Massachusetts**

Dear Mr. Silverman,

Please accept this request for additional funds, in addition to those previously approved in Bohler Engineering's Proposal for Professional Engineering Services and subsequent Contract Amendments in association with the proposed residential facility being considered at the above referenced location. The additional funds are being requested as a result of the following work scope items:

PHASE 530A - Revisions:

This phase will include revisions to the site design per comments received from the City, Client, and MEP consultant as well as providing specifications and easement exhibits as discussed. This phase also includes efforts associated with re-design of the stormwater system necessitated by geotechnical investigation results and communications/coordination with the City seeking approval.

Total Additional Services \$6,000.00

If you have any questions or comments or wish to discuss this Contract Amendment in further detail, please feel free to contact our office at your convenience.

Sincerely,
BOHLER ENGINEERING MA, LLC



Jesse Johnson, P.E.

ACCEPTED BY:

SILVERMAN TRYKOWSKI ASSOCIATES, INC

By: _____
David J Silverman (date)

In general, our fees for professional services will be predicated on rates as follows:

Principal	\$275.00/hour
Associate	\$250.00/hour
Senior Project Manager	\$225.00/hour
Project Manager	\$180.00/hour
Assistant Project Manager	\$160.00/hour
Senior Project Engineer	\$160.00/hour
Project Engineer	\$155.00/hour
Senior Design Engineer	\$145.00/hour
Design Engineer	\$125.00/hour
Staff Engineer	\$105.00/hour
Planning Manager	\$155.00/hour
Landscape Architect Director	\$195.00/hour
Sr. Prof. Landscape Architect Manager	\$175.00/hour
Sr. Landscape Architect Project Mgr.	\$160.00/hour
Professional Landscape Architect Mgr	\$155.00/hour
Sr. Professional Landscape Architect	\$140.00/hour
Professional Landscape Architect	\$120.00/hour
Senior Landscape Designer	\$100.00/hour
Landscape Designer	\$ 90.00/hour
Senior Permit Manager	\$175.00/hour
Permit Manager	\$150.00/hour
Assistant Permit Manager	\$130.00/hour
Senior Permit Expeditor	\$115.00/hour
Permit Expeditor	\$100.00/hour
Permitting Assistant	\$ 80.00/hour
Senior CAD Designer	\$115.00/hour
CAD Designer	\$105.00/hour
Senior CAD Operator/Drafter	\$ 95.00/hour
CAD Operator	\$ 90.00/hour
Program Manager	\$125.00/hour
Project Coordinator	\$110.00/hour
Senior Technical Assistant	\$ 90.00/hour
Technical Assistant	\$ 80.00/hour
Office Administration/Clerical	\$ 70.00/hour
Code and Zoning Consultant	\$225.00/hour
Hearing Attendance & Testimony/Night	\$750.00/night

*Rates are from portal to portal, which includes travel time

** Mileage reimbursement subject to change based upon IRS standard mileage rate.

Miscellaneous Reimbursable Expenses:

Postage/Federal Express & Printing Supplies	\$Cost
Mileage Reimbursement**	\$0.575/mile
Travel (Hotel, Airfare, Meals)	\$Cost
Printing	\$3.50/sheet
Computer Mylars/Color Plots	\$20.00/sheet
Outside Services or Fees	\$Cost + 10%
Transparencies	\$0.60/each
Photo Copies	\$0.10/each
Color Photo Copies	\$1.50/each
Exhibit Lamination (24" x 36" or larger)	\$50.00/each
Color Aerial Photo Plots (24" x 36" or larger)	\$40.00/each



352 Turnpike Road
Southborough, MA 01772
508.480.9900

CONTRACT AMENDMENT #2

March 12, 2021
Via Email

Silverman Trykowski Associates, Inc.
125 Broad Street, 7th Floor
Boston, MA 02110

Attention: David J. Silverman, AIA, Principal

**RE: Professional Engineering Services
Proposed Residential Development
93-99 Bishop Allen Drive
City of Cambridge
Middlesex County, Massachusetts**

Dear Mr. Silverman,

Please accept this request for additional funds, in addition to those previously approved in Bohler Engineering's Proposal for Professional Engineering Services and subsequent Contract Amendments in association with the proposed residential facility being considered at the above referenced location. The additional funds are being requested as a result of the following work scope items:

PHASE 530A – Project Administration/Revisions:

This phase includes the ongoing project administration associated with the final design modifications and interface between the architectural/building work scope and civil/site scope inclusive of the roof drainage downspout discharge locations review vs. floodproofing of the building and site with associated flood barrier design coordination. This includes team call attendance to review same, including design plan modifications to implement the suggested upgrades to the drainage and flood design and the issuance of up to three (3) individual field SK's to incorporate same.

Any additional field SK's that may be required throughout the course of construction are excluded from this phase and would require a future amendment.

Total Additional Services \$4,500.00

PHASE 800 – Construction Administration:

This phase includes the review of shop drawing submittals and project RFIs that are issued throughout the course of construction. For budgetary purposes, this phase covers the review of thirty-four (34) shop drawings currently received by our office as of the date of this amendment, plus the review of ten (10) additional shop drawings (44 in total). This phase also includes the review and response to five (5) project RFIs and excludes the preparation of field SK's as noted in Phase 530A above.

Total Additional Services \$5,250.00

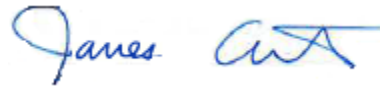
PHASE 850 – Site Observations:

This phase includes performing site visits as requested by your office to review potential RFIs/field conditions, construction meetings, requested site observations and a final site walk punchlist at the completion of construction. For budgetary purposes, we have assumed and carried two (2) site walk/meetings during construction plus one (1) final site walk punchlist upon completion of construction and includes the issuance of a written summary of our findings with deviations (if any exist).

Total Additional Services \$2,750.00

If you have any questions or comments or wish to discuss this Contract Amendment in further detail, please feel free to contact our office at your convenience.

Sincerely,
BOHLER ENGINEERING MA, LLC



James Cranston



Joshua Swerling, P.E.

ACCEPTED BY:

SILVERMAN TRYKOWSKI ASSOCIATES, INC

By: _____
David J Silverman (date)