

# **ATTACHMENT F**

## **CONTRACT FOR DESIGNER SERVICES**

### **AMENDMENT NO. 10**

**WHEREAS**, the Town of Watertown (“Owner”) and Ai3 Architects LLC (the “Designer”) (collectively, the “Parties”) entered into a Contract for Designer Services for the Watertown Elementary Schools Building Project on December 26, 2017 (the “Contract”);

**WHEREAS**, effective as of September 1, 2022 the Parties wish to further amend the Contract:

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants contained in this Amendment, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

- The Owner hereby authorizes the Designer to perform the following additional services in accordance with the Contract:

#### **Watertown Elementary Schools Building Project Designer Amendment #10 Detail**

Proposed Services	Fee
Additional Structural Engineering services and related fees for unforeseen structural concerns at the existing portion of the Lowell Elementary School, per the attached not-to-exceed proposal from Pare Corporation.	
(\$15,000.00 Pare fee + \$1,500.00 Ai3 10% administrative mark-up) =	\$16,500.00
	<b>Total: \$16,500.00</b>

- For the performance of services required under the Contract, as amended, the Designer shall be compensated by the Owner in accordance with the following Fee for Basic and Extra Services:

Fee for Basic and Extra Services	Original Contract	Previous Amendments	Amount of This Amendment	After This Amendment
<b>Educational Planning, Programming, and Evaluation of Potential Solutions Phase</b>				
<i>Cunniff Elementary School</i>	\$168,000.00	\$0.00	\$0.00	\$168,000.00
<i>Lowell Elementary School</i>	\$273,000.00	\$0.00	\$0.00	\$273,000.00
<i>Hosmer Elementary School</i>	\$285,000.00	\$0.00	\$0.00	\$285,000.00
<b>Schematic Design Phase</b>				
<i>Cunniff Elementary School</i>	\$112,000.00	\$0.00	\$0.00	\$112,000.00
<i>Lowell Elementary School</i>	\$182,000.00	\$0.00	\$0.00	\$182,000.00
<i>Hosmer Elementary School</i>	\$190,000.00	\$0.00	\$0.00	\$190,000.00
<b>Design Development Phase</b>				

<i>Cunniff Elementary School</i>	\$0.00	\$1,013,259.94	\$0.00	\$1,013,259.94
<i>Lowell Elementary School</i>	\$0.00	\$895,659.99	\$0.00	\$895,659.99
<i>Hosmer Elementary School</i>	\$0.00	\$1,634,432.34	\$0.00	\$1,634,432.34
<b>Construction Documents Phase</b>				
<i>Cunniff Elementary School</i>	\$0.00	\$1,484,753.75	\$0.00	\$1,484,753.75
<i>Lowell Elementary School</i>	\$0.00	\$1,312,431.77	\$0.00	\$1,312,431.77
<i>Hosmer Elementary School</i>	\$0.00	\$2,394,972.36	\$0.00	\$2,394,972.36
<b>Bidding Phase</b>				
<i>Cunniff Elementary School</i>	\$0.00	\$115,447.39	\$0.00	\$115,447.39
<i>Lowell Elementary School</i>	\$0.00	\$102,048.45	\$0.00	\$102,048.45
<i>Hosmer Elementary School</i>	\$0.00	\$186,221.65	\$0.00	\$186,221.65
<b>Construction Administration Phase</b>				
<i>Cunniff Elementary School</i>	\$0.00	\$672,271.87	\$0.00	\$672,271.87
<i>Lowell Elementary School</i>	\$0.00	\$594,247.33	\$0.00	\$594,247.33
<i>Hosmer Elementary School</i>	\$0.00	\$1,084,403.76	\$0.00	\$1,084,403.76
<b>Completion Phase</b>				
<i>Cunniff Elementary School</i>	\$0.00	\$60,568.05	\$0.00	\$60,568.05
<i>Lowell Elementary School</i>	\$0.00	\$53,538.46	\$0.00	\$53,538.46
<i>Hosmer Elementary School</i>	\$0.00	\$97,698.89	\$0.00	\$97,698.89
Phase 1: Site Surveyor – Topographical & Boundary Survey	\$67,199.00	\$0.00	\$0.00	\$67,199.00
Phase 1: Preliminary Geotechnical Evaluation of Proposed Site Area	\$33,000.00	\$0.00	\$0.00	\$33,000.00
Phase 1: Traffic Study	\$42,900.00	\$0.00	\$0.00	\$42,900.00
Phase 1: Environmental Site Assessment	\$7,500.00	\$0.00	\$0.00	\$7,500.00

Phase 1: Soil Characterization	\$15,000.00	\$0	\$0.00	\$15,000.00
Phase 1: Hydrant Flow Testing	\$3,000.00	\$0.00	\$0.00	\$3,000.00
Phase 2: Site Surveyor	\$0.00	\$80,620.00	\$0.00	\$80,620.00
Phase 2: Traffic Study	\$0.00	\$17,600.00	\$0.00	\$17,600.00
Phase 2: Geotechnical Evaluation	\$0.00	\$66,965.00	\$0.00	\$66,965.00
Phase 2: On-Site Geotechnical Engineer During Site Excavation/Compaction (Construction Phase)	\$0.00	\$95,147.00	\$0.00	\$95,147.00
Phase 2: Hazardous Materials Investigation	\$0.00	\$15,400.00	\$0.00	\$15,400.00
Phase 2: Hazardous Materials Surveys, Monitoring, Testing and Inspections (Construction Phase)	\$0.00	\$144,368.00	\$0.00	\$144,368.00
Phase 2: Site Permitting and Approvals Planning Board	\$0.00	\$49,500.00	\$0.00	\$49,500.00
Phase 2: Hydrant Flow Testing	\$0.00	\$3,300.00	\$0.00	\$3,300.00
Phase 2: Irrigation Services (Hosmer ONLY)	\$0.00	\$11,660.00	\$0.00	\$11,660.00
Phase 2: Soil Characterization	\$0.00	\$16,500.00	\$0.00	\$16,500.00
Phase 2: Installation Management of FF&E	\$0.00	\$38,000.00	\$0.00	\$38,000.00
Phase 2: LEED/Sustainability	\$0.00	\$200,000.00	\$0.00	\$200,000.00
Phase 2: Zoning or Regulatory Variances, Submittals, Approvals	\$0.00	TBD	TBD	TBD

Phase 2: Design, Specifications, and Procurement of Technology Equipment which is not part of the Building Infrastructure and/or Building Construction Contract Documents			<i>By Owner</i>	
Amendment No. 2: Lowell ES Solar Electric System	\$0.00	\$122,550.00	\$0.00	\$122,550.00
Amendment No. 3: Hosmer ES O'Connell Field Amenities	\$0.00	\$99,400.00	\$0.00	\$99,400.00
Amendment No. 4: Cunniff ES Landscape Modifications	\$0.00	\$1,650.00	\$0.00	\$1,650.00
Amendment No. 5: Hosmer ES Additional FF&E	\$0.00	\$6,930.00	\$0.00	\$6,930.00
Amendment No. 6: Hosmer ES Solar Canopies Relocation	\$0.00	\$37,667.50	\$0.00	\$37,667.50
Amendment No. 7: Lowell ES Existing Concrete Investigation	\$0.00	\$7,308.40	\$0.00	\$7,308.40
Amendment No. 8: Lowell ES FF&E	\$0.00	\$56,100.00	\$0.00	\$56,100.00
Amendment No. 9: Lowell ES Additional Civil Engineering	\$0.00	\$49,390.00	\$0.00	\$49,390.00
Amendment No. 10: Lowell ES Additional Structural Engineering	\$0.00	\$0.00	\$16,500.00	\$16,500.00
<b>Total Fee</b>	<b>\$1,378,599.00</b>	<b>\$12,822,011.90</b>	<b>\$16,500.00</b>	<b>\$14,217,110.90</b>

3. The Construction Budget shall be as follows:

Original Budget: N/A

Amended Budget: \$137.5M (Project Budget: \$170M)

4. The Project Schedule shall be as follows:

Original Schedule: October 2018 (Completion of Schematic Design Phase)

Amended Schedule: Design Development -	complete July 2019
Construction Documents -	complete January 2020
Bidding -	complete Sept. 2019 thru March 2020
Construction Administration -	complete September 2023
Completion -	complete September 2024

5. This Amendment contains all of the terms and conditions agreed upon by the Parties as amendments to the original Contract. No other understandings or representations, oral or otherwise, regarding amendments to the original Contract shall be deemed to exist or bind the Parties, and all other terms and conditions of the Contract remain in full force and effect.

6. Detailed Scope of Services as follows:

IN WITNESS WHEREOF, the Owner, with the prior approval of the Authority, and the Designer have caused this Amendment to be executed by their respective authorized officers.

OWNER:

George Proakis  
(print name)

City Manager, City of Watertown  
(print title)

By \_\_\_\_\_  
(signature)

Date \_\_\_\_\_

DESIGNER:

James S. Jordan  
(print name)

Partner, Ai3 Architects LLC  
(print title)



By \_\_\_\_\_  
(signature)

Date September 1, 2022



**AMENDMENT  
TO THE  
PROFESSIONAL SERVICES AGREEMENT**

To: Mr. Daren Sawyer, AIA  
(Architect's Representative)

Amendment Number: 4  
Pare Project #: 19123.02

In accordance with the Agreement dated: September 6, 2019

between the Architect: Ai3 Architects, Inc.

and the Consultant: Pare Corporation

for the Project: Lowell Elementary School  
Professional Structural Engineering Services  
Watertown, MA

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Authorization is requested

- to proceed with Additional Services or a Change in Services  
 to incur Additional Reimbursable Expenses

As Follows:

***Structural Engineering Consultation – Unforeseen or Unknown Conditions***

Various unforeseen or unknown structural conditions have been discovered as the building demolition and renovation work has progressed. This amendment is being submitted to establish a Not-To-Exceed allowance for structural engineering consultation related to currently, and potential future, discovered conditions. Pare anticipates the additional structural engineering consultation services will consist of the following:

- Perform site visits, or review photographs/sketches provided by others, to document the exposed structural conditions.
- Provide structural consultation services related to recommended repairs, retrofits, and/or revisions to the construction documents based upon observed conditions.
- Review shop drawing submittals and respond to RFIs related to unforeseen or unknown structural conditions.

Pare will perform the above-referenced services when requested by Ai3 Architects. Pare has budgeted 100 person-hours at an average billing rate of \$150/hour for a structural engineer for these services.

The following adjustments shall be made to compensation and time.

Compentation: Ai3 shall pay Pare for Additional Services rendered as described above, an amount based on actual accrued time in accordance with the attached Schedule of Fees for services rendered



by principals and employees assigned to the Project. Based upon the defined Scope of Services contained in this Contract Amendment, it is estimated that the additional effort and cost for completing the work will be **Fifteen Thousand Dollars (\$15,000.00)**. Pare will notify Ai3 of any change regarding an increase in charges, and we will not exceed the recommended budget without your approval.


Time: Subject to the pace of construction.

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**SUBMITTED BY:** Pare Corporation

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**AGREED TO:** Ai3 Architects

  
*(Signature)*

*(Signature)*

**Kevin M. Champagne, Vice President**  
*(Printed name and title)*

*(Printed name and title)*

**August 29, 2022**  
*(Date)*

*(Date)*

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# PARE CORPORATION

## SCHEDULE OF FEES

For Proposal for Services, dated August 29, 2022  
(Pare Project No. 19123.02)

### LABOR:

Engineer I	\$ 115.00/Hour
Engineer II	\$ 135.00/Hour
Project Engineer	\$ 155.00/Hour
Senior Project Engineer	\$ 180.00/Hour
Managing Engineer	\$ 210.00/Hour
Principal/Officer	\$ 245.00/Hour
Environmental Scientist	\$ 105.00/Hour
Senior Environmental Scientist	\$ 125.00/Hour
Principal Environmental Scientist	\$ 170.00/Hour
Senior Project Coordinator	\$ 150.00/Hour
CADD Operator/Designer	\$ 100.00/Hour
Senior CADD Operator/Designer	\$ 125.00/Hour
Principal CADD Operator/Designer	\$ 150.00/Hour
GIS Specialist	\$ 120.00/Hour
Construction Observer	\$ 100.00/Hour
Senior Construction Observer	\$ 125.00/Hour
Principal Construction Observer	\$ 150.00/Hour
Engineering Technician	\$ 90.00/Hour
Senior Engineering Technician	\$ 105.00/Hour
Clerical/Office Personnel	\$ 80.00/Hour

### REIMBURSABLE EXPENSES:

Mileage (at Federal Standard Rate)	\$ 0.585/Mile
Printing/Copying Wide Format (in-house)	\$ 0.15/Square Foot
Photocopying (in-house)	\$ 0.10/Copy
Outside Services and Out-of-Pocket Expenses	Cost plus 10%

The above rates for technical and support personnel will be charged for actual time worked on the project. In addition, there will be charges for time required for travel from company office to job or site, and return.

For expert and material witness services, including preparation, associated with any actual or potential litigation, mediation, arbitration, or similar proceeding, a fifty percent (50%) premium will be added to the above rates.

Overtime worked by non-exempt, non-professional employees will be charged at a rate of one and one-half times the rates shown above for all time worked in excess of 8 hours per day.

