

ATTACHMENT F

CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. 12

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 January 9, 2023 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 #12 Detail

Proposed Services	Fee
Additional design services associated with the added traditional swings, associated play surface area, walkways, and fencing at the Hosmer playground on the east side of the school and additional fencing at the sport court adjacent to Hancock Street. Please see attached proposals from Traverse Landscape Architects and The Vertex Companies, LLC for further details.	
Traverse Landscape Architects	\$2,250.00
The Vertex Companies, LLC	\$2,500.00
Ai3 Architects, LLC 10% Administrative Markup	\$ 475.00
Total:	\$5,225.00

- 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
Educational Planning, Programming, and Evaluation of Potential Solutions Phase				
<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
Schematic Design Phase				
<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
Design Development Phase				
<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
Construction Documents Phase				
<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
Bidding Phase				
<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
Construction Administration Phase				
<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
Completion Phase				
<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	\$16,500.00	\$0.00	\$16,500.00
Amendment No. 11: Lowell ES Redesign	\$0.00	\$59,180.00	\$0.00	\$59,180.00
Amendment No. 12: Hosmer Playground	\$0.00	\$0.00	\$5,225.00	\$5,225.00
Total Fee	\$1,378,599.00	\$12,897,691.90	\$5,225.00	\$14,281,515.90

3. The Construction Budget shall be as follows:

Original Budget:	<u>N/A</u>
Amended Budget:	<u>\$137.5M (Project Budget: \$170M)</u>

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 January 9, 2023 .

December 23, 2022

Mr. Daren Sawyer
526 Boston Post Road
Wayland MA 01778

RE: Additional Professional Landscape Architectural Services for the addition of swings to the eastern playground and the change/addition of fencing around the eastern playground sport court

Dear Mr. Sawyer:

Traverse Landscape Architects Athletics is pleased to offer this proposal for landscape architectural design services for the above-mentioned project.

I PROJECT UNDERSTANDING

It is our understanding that we will be working directly for Ai3 Architects. This proposal is for Construction Administration full sheet sketches for a new traditional swing set at the eastern playground and addition/change of fence around the eastern sport court as directed by the Building Committee on 12/21/22.

Traverse will provide some order of magnitude costs for this work. Traverse will require some support from the Contractor for pricing of demolition and footing installation. This will be coordinated through Ai3.

As built survey of the open space where the swings will be located may be required for the grading sketch. This will be coordinated through Ai3.

An additional light pole should be considered near the swings and path. Ai3 to coordinate with Owner to see if needed.

Traverse assumes that the design will be completed early 2023 and procurement and installation will be in the spring of 2022 if accepted and approved. Lead times for equipment may impact this timeline.

II EXCLUSIONS

This proposal excludes the following. If required, the services listed below will be by supplemental agreement:

- **Electrical Engineering Services:** Not included.
- **Permitting Services:** Not included.
- **Printing:** Not included.
- **Geotechnical:** Not included.
- **Structural:** Not included.

III SCOPE OF SERVICES

Task 1 – Design Changes

- 1.1 **Swings:** Integrate into the open space just south of the newly installed playground oriented for north/south swinging, complete with poured in place surfacing, curbing, extension of accessible paths and added fencing/gates to incorporate the new swings into the fenced in play space. Demolition of some existing fencing/gates and grading adjustments will be required. TLA will require a sketch from Vertex for the grading changes and added spot elevations.

1.2 **Sport Court Fencing:** change 4' picket fence around the east and north sides of the sportcourt to 6' black chain link fence. Add 4' chain link fence around the west and south sides of the sport court with gaps (no gates) for access. This may require some painted games to be removed/relocated. This requires demolition of existing picket fencing and installing new footings into the already paved sport court.

Deliverables:

- Updated full size plan sheets
- Order of Magnitude Cost Estimate

Services:

- Coordination

Task 2 - Construction Observation

2.1 **Construction Observation:** TLA will review site conditions at the time of installation during which regularly scheduled close out and punch list site visits will occur. No extra site visits are included in this proposal.

IV FEES

Our fee structure for the above-outlined scope of work is \$2,250.00

Additional services, if required and approved, will be by supplemental agreement or billed at the following hourly rates:

Principal	\$125
Senior Associate	\$105
Associate	\$ 95
Senior Landscape Designer	\$ 85
Landscape Designer	\$ 75
Visualization	\$ 85
Clerical	\$ 45

If this proposal is acceptable to you, kindly indicate so by signing in the space provided and returning a copy to me. We will begin work immediately upon receipt of notification to proceed.

Traverse Landscape Architects appreciates this opportunity to be of service to Ai3 Architects. If you have any question or comments, please feel free to give me a call at (401) 383-4950.

Sincerely,
Traverse Landscape Architects, LLC



Kris M. Bradner
Principal

Accepted for
Ai3 Architects

Authorized Signature

Date

Please Print Name



January 5, 2023

Daren Sawyer, AIA, LEED AP, *Partner*
Ai3 Architects LLC
526 Boston Post Road
Wayland, MA 01778

**Re: Watertown - Hosmer School
Regrading Design for Swings
Watertown, Massachusetts
(Vertex Project No. 49688.00)**

Dear Mr. Sawyer:

In accordance with our recent discussion The Vertex Companies (VERTEX) is pleased to have this opportunity to submit this Proposal for Professional Services for the addition of swings and associated curbing and surfacing at the Hosmer Elementary School Project. Outlined herein are the description of your project, our scope of services, and the method and basis of compensation for our services.

Scope of Services

A proposal is being solicited to provide design services associated with the relocation of two photovoltaic canopies at the Hosmer Elementary School Project in Watertown, Massachusetts.

Vertex will provide the following services:

- Review existing conditions and as-built information
- Analyze grading for the area in question to ensure compliance with ADA and coordination with existing conditions
- Prepare and issue associated Sketches
- Coordination with Project Team

Outside Services

No outside services will be required

SERVICES PROVIDED BY OTHERS:

Any other pertinent data related to the proposed development is to be also provided by Ai3 Architects.

PERIOD OF SERVICE

The time period for performance of the above-described Scope of Services will be a reasonable time agreed to by all parties. The time period for performing the described services shall be established upon initiation of the work. Additional services may materially add to the time required to complete the work of the Project. VERTEX will be entitled to an equitable adjustment in the Period of Service as a result of services added.

ADDITIONAL SERVICES

Services that are required but not part of the Scope of Services as described above shall be considered Additional Services. All additional services must be previously authorized. Additional services shall be compensated on an hourly basis at rates and charges as shown on the attached Schedule of Fees. Included as Additional Services will be preparation for or attendance at public meetings or hearings, any expert legal testimony not included within the **Basic Services**, including preparatory meetings with attorneys, and preparation of graphic materials for presentations.

FEE FOR SERVICES

Ai3 shall pay VERTEX for Basic Services and Outside Services rendered as described above a Lump Sum amount of **Two Thousand Five Hundred Dollars (\$ 2,500.00)**.

This represents our best judgment at this time as to the effort required to achieve the stated objectives. It should be recognized that should the Scope of Services or corresponding level of effort upon which this Proposal is based change, that an increase or decrease in charges may result. You will be notified of any change regarding an increase in charges, and we will not exceed the recommended budget without your approval nor will we be required to work beyond the approved budget.

Rates for personnel categories and for reimbursable expenses are shown on the attached Schedule of Fees. Invoices for services rendered and expenses incurred will be submitted monthly and are due and payable upon receipt. Invoices not paid within thirty (30) days of the invoice

date shall be subject to a one and one-half percent (1.5%) per month interest charge. In addition, for contracts more than thirty (30) days in arrears for payment, VERTEX may, with seven (7) days written notice, suspend services. VERTEX Corporation reserves the right to renegotiate or adjust our fee accordingly if our Proposal for Service is not accepted within a 60-day period.

TERMS AND CONDITIONS

This proposal will be conducted in accordance with the Terms and Conditions already in place for the project.

PROJECT AUTHORIZATION

Attached you will find a copy of the Project Work Authorization. Please sign and return it to VERTEX, the receipt of which shall constitute our notice to proceed.

Sincerely,

The Vertex Companies, Inc.



Andrew J. Chagnon, PE
Vice President

PROJECT WORK AUTHORIZATION

Description of Services: Professional Engineering Consulting Services

Project Location: Hosmer Elementary
Regrading Design for Swings
Watertown, Massachusetts

Project No.: 49688.00

Cost: \$ 2,500.00

CHARGE INVOICES TO THE ACCOUNT OF:

Client: Daren Sawyer, AIA, LEED AP, Partner
Ai3 Architects LLC
526 Boston Post Road
Wayland, MA 01778

FEE FOR SERVICES ACCEPTED BY: _____ Date: _____

PAYMENT TERMS:

Invoices for completed work will be issued by the calendar month for continuous or extended projects unless otherwise agreed. Payment is net thirty days.

FOR APPROVAL OF CHARGES:

If the invoice is to be mailed for approval to someone other than the account charged, please indicate in the space below.

Firm:

Address:

Attn:

Phone:

This is a legal and binding contract between the CLIENT and Vertex. as referenced in the attached proposal of this date and as described above.

