

ATTACHMENT F

CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. 14R

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 March 28, 2024 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:

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

Watertown Elementary Schools Building Project Designer Amendment #14R Detail

<u>Proposed Services</u>	<u>Fee</u>
Additional acoustical engineer consulting services required to prepare a noise study in relation to the Lowell Elementary School rooftop chiller, including evaluation of the chiller sound and providing noise control recommendations as needed for compliance with state and local noise regulations. Please see the attached proposal dated October 30, 2023 from Cavanaugh Tocci for additional information.	\$9,000.00
Additional acoustical engineer consulting services as detailed above, specific to the follow-up and report to increase the allowable DbA goals requested by the Owner and included in the Final Report dated February 2024, and for the review of the fabrication shop drawings and calculations. Please see the attached invoice number 0049978 dated March 6, 2024 from Cavanaugh Tocci.	\$1,900.00
Anticipated additional acoustical engineer consulting services requested by the Owner for a follow-up in the Spring of 2025.	\$2,000.00
Ai3 10% administrative mark-up:	\$1,290.00
Ai3 CREDIT for initial acoustical engineer evaluation of the chiller sound:	-\$9,000.00
Ai3 CREDIT for 10% administrative mark-up:	-\$1,290.00
Total Contract Amendment #14R Not-to-Exceed Fee:	\$3,900.00
	(Total Savings to the Owner: \$10,290.00)

2. 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	\$5,225.00	\$0.00	\$5,225.00
Amendment No. 13: Lowell ES Additional FF&E	\$0.00	\$15,620.76	\$0.00	\$15,620.76
Amendment No. 14R: Lowell ES Chiller Acoustics	\$0.00	\$0.00	\$3,900.00	\$3,900.00
Total Fee	\$1,378,599.00	\$12,918,537.66	\$3,900.00	\$14,301,036.66

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 March 28, 2024 .

October 30, 2023

Mr. James Jordan
Ai3 Architects
111 Speen Street, Suite 300
Framingham, MA 01701

SUBJECT: Lowell Elementary School Rooftop Chiller Noise Study
Proposal for Acoustics Consulting Services

Dear Mr. Jordan,

At your request, I have prepared this proposal for our services in connection with a newly installed ground-mounted chiller located behind the J. R. Lowell Elementary School on the northeast side of the site in Watertown, MA. The school is located on Orchard Street with neighboring residential lots, and neighbors have complained of noise radiated from the chiller. The purpose of this study would be to evaluate the chiller sound and to provide noise control recommendations as needed for compliance with state and local noise regulations.

Scope of Work

Tasks 1—Measurements

- Measure sound levels near the chiller at grade and at the property line with the chiller on and off. These measurements will occur either before or after school hours with the mechanical contractor, General Mechanical, operating the chiller at full capacity.
- During the site visit, install a long-term sound monitor at a location on the school property that isn't affected by sound from the chiller to measure existing background sound. The monitor would log 1-hour sound levels used to develop applicable limits and acoustic design goals based on the existing sound environment.
- Return after one week to retrieve the sound monitor.

Task 2—Analysis

- Verify that the measured chiller radiated sound is consistent with manufacturer published sound data.
- Determine applicable state and local limits on sound.
- Create a computer model to develop sound control concepts as appropriate and evaluate expected compliance with regulatory limits.
- Provide a report summarizing applicable limits for this project, measurement results, computer sound level modeling results, noise control concepts, and estimated regulatory compliance. Recommendations would be suitable for your use to incorporate into drawings and specifications, including specs, sketches, and product recommendations.

Task 3—Submittal Review and Follow-up

- Review submittals and drawings for recommended noise controls, with follow-up as needed.

Exclusions

Not included are site visits during construction or post-construction sound measurements. We would be happy to provide proposals for additional services beyond those described above if requested.

Fee

<u>Estimated Cost of Services</u>	
Task 1. Measurements and Sound Monitoring	\$2,500
Task 2. Analysis and Report	\$5,000
Task 3. Submittal Review and Follow Up	\$1,500
Project Total	\$9,000

Our fees are calculated based on anticipated staff time in accordance with the enclosed schedule of rates.

Please indicate approval by signature below or by separate written authorization. Please do not hesitate to call me if you have any questions, and I look forward to working with you on this project.

Sincerely,
CAVANAUGH TOCCI



Edward D. O'Neill
Proposal - JR Lowell Elementary Rooftop Mechanical Noise Study.docx

Accepted by:



Signature

James S. Jordan, Partner

Name/title

October 30, 2023

Date

Standard Schedule of Charges

For all consulting assignments, invoiced costs for services are based on professional staff time spent and out-of-pocket expenses incurred during the course of the project. Professional staff time is charged on an hourly basis in accordance with the following rates. These rates include all indirect labor and other firm overhead costs:

Senior Principal Consultant	\$300 – \$350 per hour
Principal Consultant	\$200 – \$300 per hour
Associate Principal Consultant	\$180 – \$230 per hour
Senior Consultant	\$150 – \$200 per hour
Staff Consultant	\$120 – \$150 per hour
Technical Assistant/CAD Designer	\$80 – \$130 per hour

Professional staff time for travel to and from field conferences, project site measurements, and inspection visits are billed on a portal-to-portal basis from our offices in Sudbury, Massachusetts.

Direct project expenses are billed at cost and include all costs incurred for measurement instrumentation, computer modeling software use, and other significant charges directly associated with the consulting assignment. Expenses are billed at direct cost with no markup.

Invoices for services are billed on a monthly basis and are due net 30.

Effective 01 January 2023

CAVANAUGH TOCCI

327 F BOSTON POST ROAD, SUDBURY, MA 01776-3027 | PHONE 978.443.7871 | FAX 978.443.7873 accounts@cavtocci.com

Ai3 Architects
Accounts Payable
111 Speen Street
Suite 300
baker@ai3architects.com
Framingham, MA 01701

Invoice number 0049978
Date 03/06/2024

Project **23263.00 Lowell Elementary School
Chiller**

For Professional Services from February 1 to February 29, 2024

Professional Personnel

	Hours	Rate	Billed Amount
Associate Principal Consultant			
Bradley M. Dunkin	1.00	220.00	220.00
Principal Consultant			
Aaron M. Farbo	7.00	240.00	1,680.00
Professional Personnel subtotal	8.00		1,900.00
		Invoice total	1,900.00

Billings to date

Description	Contract Amount	Prior Billed	Billings to date	Current Billed
TASKS 1 - 3 (MEASUREMENTS, REPORT, SUBMITTAL)	9,000.00	8,988.28	8,988.28	0.00
FOLLOW UP AND REPORT	0.00	0.00	1,900.00	1,900.00
Total	9,000.00	8,988.28	10,888.28	1,900.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
0049978	03/06/2024	1,900.00	1,900.00				
	Total	1,900.00	1,900.00	0.00	0.00	0.00	0.00

Project Manager: James Jordan