

ATTACHMENT F

CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. 2

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 July 19, 2021 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 #2 Detail

<u>Proposed Services</u>	<u>Fee</u>
Additional consulting services related to the design and engineering of a rooftop-mounted solar electric system to power the new Lowell Elementary School at 175 Orchard Street in Watertown, MA. Services will include Construction Documents, Contractor Evaluation, Construction Oversight, and System Commissioning of the photovoltaic (PV) system and investigation of photovoltaic array. Services will include submission of application package and application fee for the Utility Interconnection Application. Services will also include submission of application package and application fee for the Massachusetts SMART Program. This proposal also includes professional services for structural engineering and review, electrical engineering, architectural design services, and energy modeling services.	\$122,550.00
The fees associated with a Utility Company requested Supplemental Review and/or Impact Study, Utility Interconnection, Utility Fees, Utility Grid Study Fees, and Upgrades to the Grid that are a result of Utility Company requests, are NOT included in this Contract Amendment and will be requested/billed through additional Contract Amendments.	
Total: \$122,550.00	

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

By Owner

Amendment No. 2:
Lowell ES Solar Electric System

	\$0.00	\$0.00	\$122,550.00	\$122,550.00
Total Fee	\$1,378,599.00	\$12,441,016.00	\$122,550.00	\$13,942,165.00

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:

Michael J. Driscoll
(print name)

Town Manager, Town of Watertown
(print title)

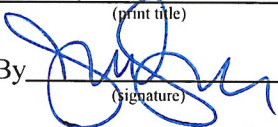
By _____
(signature)

Date _____

DESIGNER:

James S. Jordan
(print name)

Partner, Ai3 Architects LLC
(print title)

By 
(signature)

Date 7-19-21