

# **ATTACHMENT F**

## **CONTRACT FOR DESIGNER SERVICES**

### **AMENDMENT NO. 14**

**WHEREAS**, the Town of Belmont (“Owner”) and Perkins+Will, (the “Designer”) (collectively, the “Parties”) entered into a Contract for Designer Services for the Belmont High School 153003.001 at the Belmont High School on August 2, 2018 “Contract”; and

**WHEREAS**, effective as of May 6, 2022 the Parties wish to 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 Article 8:

- Proposed Service: **Redesign Site Grading Phase 2**, work related to the redesign and documentation of Phase 2 landscape, site grading, and related civil work, as requested by Owner.

Proposed Additional Fee: **\$17,840**

- Proposed Service: **Additional Traffic Inspections**, work related to additional traffic signal on-site meetings and traffic inspections, as requested by Owner and because of installation and functional issues with the traffic signal.

Proposed Additional Fee: **\$1,416**

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 Additional Services:

#### **Fee for Basic Services:**

<b><u>Fee For Basic Services</u></b>	<b><u>Original Contract</u></b>	<b><u>Previous Amendments</u></b>	<b><u>Amount of This Amendment</u></b>	<b><u>After This Amendment</u></b>
Feasibility Study Phase	\$500,000	0	0	\$500,000
FAS Other Expenses		\$25,000		\$25,000
Schematic Design Phase	\$650,000		0	\$650,000
Design Development Phase	0	\$4,390,000	0	\$4,390,000
Construction Doc Phase	0	\$7,902,000	0	\$7,902,000

Bidding Phase	0	\$1,756,000	0	\$1,756,000
Construction Phase	0	\$6,093,500	0	\$6,093,500
Completion Phase	0	\$658,500	0	\$658,500
Total Basic Services Fee	\$1,150,000	\$20,825,000	<u>0</u>	<u>\$21,975,000</u>

<u>Fee For Additional Service Allowances</u>	<u>Original Contract</u>	<u>Previous Amendments</u>	<u>Amount of This Amendment</u>	<u>After This Amendment</u>
Monitoring Removal of Hazardous Materials	0	\$275,000	0	\$275,000
Printing of Bid Documents and Record Documents over Base	0	\$45,000	0	\$45,000
Consultant Additional Service Contingency	0	0	0	0
Test Well Installation and Testing	0	\$84,700	0	\$84,700
Off Site Traffic Impact	0	\$36,878	0	\$36,878
Top Soil Testing	0	\$3,740	0	\$3,740
Ice Rink Design Study	0	\$15,000	0	\$15,000
Traffic Signalization	0	\$49,950	0	\$49,950
LEED Registration	0	\$1,200	0	\$1,200
Addition Surveys	0	\$8,525	0	\$8,525
LEED Submission Fees	0	\$26,706	0	\$26,706
IAQ Study	0	\$47,680	0	\$47,680
Orchestra Pit Structure	0	\$18,400	0	\$18,400
Orchestra Pit Final Design	0	\$23,470	0	\$23,470
Loading Dock Canopy & Slab Heat Rejection	0	\$22,990	0	\$22,990
Additional Early Bid Packages	0	\$14,400	0	\$14,400
Geothermal Test Well & Construction Admin	0	\$180,400	0	\$180,400
Concord Ave Curbs	0	\$1,815	0	\$1,815

Accelerated CA Review	0	\$108,800	0	\$108,800
Covid IAQ SOO	0	\$4,950	0	\$4,950
Underpass Bike Path Revisions	0	\$13,190	0	\$13,190
Traffic Signal Power	0	\$3,730	0	\$3,730
Roadway Sub-Drainage	0	\$6,030	0	\$6,030
Concord Ave. Interim Striping	0	\$4,560	0	\$4,560
Town Fiber Connections	0	\$4,730	0	\$4,730
Property Line Staking	0	\$3,157	0	\$3,157
Traffic Signal Add Service	0	\$5,180	0	\$5,180
WOH Fields Redesign DD	0	\$34,850	0	\$34,850
Redesign Site Grading Phase 2	0	0	<b>\$17,840</b>	<b>\$17,840</b>
Additional Traffic Inspections	0	0	<b>\$1,416</b>	<b>\$1,416</b>
Total Additional Services Fee	0	\$1,045,031	<b><u>\$19,256</u></b>	<b><u>\$1,064,287</u></b>

This Amendment is a result of:

- **Redesign Site Grading Phase 2:** Work related to the redesign and documentation of Phase 2 landscape, site grading, and related civil work. The redesign includes increasing site elevations by 12"-15" over the parking and playing fields in an effort to reduce soil excavation and disposal of estimated approx. 10,000 cubic yards of soil. as well as related site drainage adjustments.
- **Additional Traffic Inspections:** Work related to additional traffic signal on-site meetings and traffic inspections, above and beyond what was originally contracted for; as requested by Owner in regards to neighbor complaints and because of installation and functional issues with the traffic signal.

3. The Construction Budget shall be as follows:

Original Budget:	<u>\$ N/A</u>
Amended Budget	<u>\$236,647,607</u>

4. The Project Schedule shall be as follows:

Original Schedule:	<u>\$ N/A</u>
Amended Schedule	<u>\$ Substantial Completion August 2023</u>

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.

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**

William Lovallo  
(print name)

Chairman, Belmont High School Building Committee  
(print title)

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

Date \_\_\_\_\_

**DESIGNER**

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print title)

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

Date \_\_\_\_\_

**Certification of Available Funding:**

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

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print title)