

ATTACHMENT F

CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. 2

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 November 15, 2018 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 services for the Design Development Phase, the Construction Phases, and the Final Completion Phase of the Project, pursuant to the terms and conditions set forth in the Contract, as amended.
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 Services:

Fee for Basic Services:

<u>Fee For Basic Services</u>	<u>Original Contract</u>	<u>Previous Amendments</u>	<u>Amount of This Amendment</u>	<u>After This Amendment</u>
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	0	\$4,390,000	\$4,390,000
Construction Doc Phase	0	0	\$7,902,000	\$7,902,000
Bidding Phase	0	0	\$1,756,000	\$1,756,000
Construction Phase	0	0	\$6,093,500	\$6,093,500
Completion Phase	0	0	\$658,500	\$658,500
Total Basic Services Fee	\$1,150,000	\$25,000	<u>\$20,800,000</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	0	\$275,000	\$275,000
Printing of Bid Documents and Record Documents over Base	0	0	\$45,000	\$45,000
Consultant Additional Service Contingency	0	0		0
Total Additional Services Fee	0	0	<u>\$320,000</u>	<u>\$320,000</u>

This Amendment is a result of: The Town of Belmont acquiring funding to move the project forward and contract the “Designer” to provide design services for the Design Development through the Completion Phase for the Belmont High School Renovation/Addition project Grades 7-12. This amendment includes the scope of services in accordance with the MSBA amendment for CM at Risk Services.

3. The Construction Budget shall be as follows:

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

4. The Project Schedule shall be as follows:

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

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. Excepting only as follows; the Parties agree to mutually waive consequential and incidental damages in relations to this Agreement and the enforcement thereof, and the Services.

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

Robert Brown, Principal, AIA, Perkins+Will
(print name)
Principal, Perkins+Will
(print title)

By _____
(signature)
Date _____