

# ATTACHMENT F

## CONTRACT FOR DESIGNER SERVICES

### AMENDMENT NO. 17

**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 June 19, 2023 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:

- Service: **Monitoring Removal of Hazardous Materials**, reduction in additional service fee allowance to align with actual scope of work completed.  
Proposed Fee Adjustment: **-\$86,945.00**
- Service: **Printing of Bid Documents and Record Documents over Base**, reduction in additional service fee allowance to align with actual scope of work completed.  
Proposed Fee Adjustment: **-\$36,526.73**
- Service: **Test Well Installation and Testing**, reduction in additional service fee allowance to align with actual scope of work completed.  
Proposed Fee Adjustment: **-\$6,908.00**
- Service: **Top Soil Testing**, reduction in additional service fee allowance to align with actual scope of work completed.  
Proposed Fee Adjustment: **-\$97.57**

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:**

| <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            | 0                        | \$4,390,000                | 0                               | \$4,390,000                 |

|                          |             |              |          |                     |
|--------------------------|-------------|--------------|----------|---------------------|
| Phase                    |             |              |          |                     |
| 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                  | <b>-\$86,945</b>                | \$188,055                   |
| Printing of Bid Documents and Record Documents over Base | 0                        | \$45,000                   | <b>-\$36,526.73</b>             | \$8,473                     |
| Consultant Additional Service Contingency                | 0                        | 0                          | 0                               | 0                           |
| Test Well Installation and Testing                       | 0                        | \$84,700                   | <b>-\$6,908</b>                 | \$77,792                    |
| Off Site Traffic Impact                                  | 0                        | \$36,878                   | 0                               | \$36,878                    |
| Top Soil Testing   | 0                        | \$3,740                    | <b>-\$97.57</b>                 | \$3,642                     |
| 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        | \$17,840           | 0                        | \$17,840                |
| Additional Traffic Inspections            | 0        | \$1,416            | 0                        | \$1,416                 |
| Site & Athletic Fields Revisions          | 0        | \$8,650            | 0                        | \$8,650                 |
| Alternative Irrigation                    | 0        | \$7,415            | 0                        | \$7,415                 |
| Irrigation Connection to Municipal System | 0        | \$8,195            | 0                        | \$8,195                 |
| <b>Total Additional Services Fee</b>      | <b>0</b> | <b>\$1,088,547</b> | <b><u>-\$130,477</u></b> | <b><u>\$958,070</u></b> |

This Amendment is a result of:

- **Monitoring Removal of Hazardous Materials**, reduction in additional service fee allowance to align with actual scope of work completed.
- **Printing of Bid Documents and Record Documents over Base**, reduction in additional service fee allowance to align with actual scope of work completed.
- **Test Well Installation and Testing**, reduction in additional service fee allowance to align with actual scope of work completed.
- **Top Soil Testing**, reduction in additional service fee allowance to align with actual scope of work completed.

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.

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)