

ATTACHMENT F

CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. 2

WHEREAS, the City of Lowell ("Owner") and Perkins Eastman | DPC, (the "Designer") (collectively, the "Parties") entered into a Contract for Designer Services for the Lowell High School Project (Project Number 201401600505) on 8/11/2016 the "Contract"; and

WHEREAS, the parties agreed to Amendment No. 1 to the Contract in the amount of \$144,067 effective as of October 3, 2016;

WHEREAS, the parties agreed to Amendment No. 2 to the Contract in the amount of \$155,122 effective as of March 15, 2017, 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 additional services pursuant to Article 8 of the Contract and as specified in Section 4.11 to provide **Due Diligence Site Services** for required Civil-Endangered Species, Civil-Soils, Geoenvironmental, Hazmat-Sampling/Testing, Hazmat-Demo/Patching, Structural, Site Property Survey, and Traffic as described necessary to complete the Feasibility Study Phase.

Proposed Additional Fee:		\$155,122.00
Civil-Endangered Species	Nitsch Engineering	\$ 10,450.00
Civil-Soils	Nitsch Engineering	\$ 8,800.00
Geoenvironmental	Nobis	\$ 29,700.00
Hazmat-Sampling/Testing	Universal Environmental	\$ 4,840.00
Hazmat-Demo/Patching	Universal Environmental	\$ 13,475.00
Structural	Foley Buhl Roberts	\$ 11,000.00
Site Property Survey	Nitsch Engineering	\$ 55,627.00
Traffic	Bryant Associates	\$ 21,230.00

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 Services:

Fee for Basic Services:	Original Contract	After this Amendment
Feasibility Study Phase	\$ <u>689,850.00</u>	\$ <u>986,894.00</u>
Schematic Design Phase	\$ <u>405,150.00</u>	\$ <u>407,295.00</u>
Design Development Phase	\$ _____	\$ _____
Construction Document Phase	\$ _____	\$ _____
Bidding Phase	\$ _____	\$ _____

Construction Phase	\$ _____	\$ _____
Completion Phase	\$ _____	\$ _____
Total Fee	\$ 1,095,000.00	\$ 1,394,189.00

This Amendment is a result of: Request by Owner for Site Due Diligence services

3. The Construction Budget shall be as follows:

Original Budget: \$ N/A
 Amended Budget \$ N/A

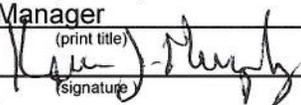
4. The Project Schedule shall be as follows:

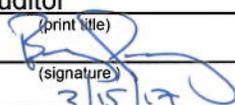
Original Schedule: \$ N/A
 Amended Schedule \$ N/A

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

Kevin Murphy
(print name)
City Manager
(print title)
 By 
(signature)
 Date _____

Bryan Perry
(print name)
City Auditor
(print title)
 By 
(signature)
 Date 3/15/17

P. Michael Vaughn
(print name)

Chief Procurement Officer
(print title)

By PM VAUGHN
(signature)

Date 3/15/2017

DESIGNER

J. David Heglund
(print name)

President
(print title)

By J. David Heglund
(signature)

Date 3/15/2017