

ATTACHMENT F

CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. 4

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:

WHEREAS, the Parties agreed to Amendment No. 3 to the Contract in the amount of \$31,823 effective as of April 4, 2017:

WHEREAS, the Parties agreed to Amendment No. 4 to the Contract in the amount of \$8,552.50 effective as of May 25, 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 Geoenvironmental and Hazardous Materials as described necessary to complete the Feasibility Study Phase.

Proposed Additional Fee:		<u>\$8,552.50</u>
Geoenvironmental	Nobis Engineering	\$11,000
HazMat – Demo/Patching	Universal Environmental	- \$2,447.50

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>\$ 1,027,269.50</u>
Schematic Design Phase	<u>\$ 405,150.00</u>	<u>\$ 407,295.00</u>
Design Development Phase	<u>\$</u>	<u>\$</u>
Construction Document Phase	<u>\$</u>	<u>\$</u>
Bidding Phase	<u>\$</u>	<u>\$</u>
Construction Phase	<u>\$</u>	<u>\$</u>
Completion Phase	<u>\$</u>	<u>\$</u>
Total Fee	<u>\$ 1,095,000.00</u>	<u>\$ 1,434,564.50</u>

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]
(signature)
Date _____

P. Michael Vaughn
(print name)
Chief Procurement Officer
(print title)
By [Signature]
(signature)
Date 6/13/17

Bryan Perry
(print name)
City Auditor
(print title)
By [Signature]
(signature)
Date 6/13/17

DESIGNER
J. David Hoglund
(print name)
President
(print title)
By [Signature]
(signature)
Date 5/25/2017

May 25, 2017

P. Michael Vaughn
Chief Procurement Officer
Purchasing Department
The City of Lowell
City Hall
375 Merrimack Street, 3rd Floor
Lowell, MA 01852

Re: Lowell High School
Lowell, MA
Feasibility and Schematic Design Additional Services Proposal for
Amendment #4

Dear Michael:

As requested we are providing this additional service proposal per section 4.11 of the contract for supplemental investigations identified in the Preliminary Design Program (PDP). This work is required to inform the further development and analysis of the 4 design options selected in the PDP submission, which will be narrowed to 1 option in the Preferred Schematic Report (PSR). Perkins Eastman is willing to retain the following consultants for this work. The scope of these services is set forth in the attached documents.

The amount of this agreement is \$9,460. We will bill for these services as a reimbursable expense under 9.1.1 of our contract.

• Nobis Engineering – Geoenvironmental:	\$ 11,000*
• <u>Universal Environmental – Haz Mat – Demo/Sampling:</u>	<u>\$ -2,447.50**</u>
• Total	\$ 8,552.50

*Geoenvironmental fee is for performance of a Phase II site assessment of the Cawley Site.

**HazMat – Demo/Sampling fee includes a reduction of Amendment 2 fees due to decreased demolition/patching scope based upon actual field conditions.

Please refer to the attached contract Amendment for the above noted services.

Sincerely,



Joseph Drown, AIA
Principal
Perkins Eastman Architects, DPC

Cc: City of Lowell – Mike McGovern
Skanska - Mary Ann Williams, James Dowd
Perkins Eastman - Alicia Caritano, Shaun Snow

Enclosure: Nobis Engineering Proposal, Universal Environmental Invoice #5976

-
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Perkins Eastman
Architects DPC
20 Ashburton Place
Floor 8
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T 617 449 4000
www.perkinseastman.com



Engineering a Sustainable Future

May 24, 2017
File No. 8333

Joseph Drown, AIA
Principal
Perkins Eastman
50 Franklin Street, Suite 103
Boston, Massachusetts 02110

**Re: Proposal for Phase II Assessment of Cawley Site
Feasibility Study for Lowell High School (Geoenvironmental)
Lowell, Massachusetts
PE#: 67150.00 Lowell High School FS/SD – Amendment #4**

Dear Mr. Drown:

Nobis Engineering, Inc. (Nobis) is pleased to present you this proposal to continue supporting Perkins Eastman with the Feasibility Study for Lowell High School. The scope of work outlined in this proposal includes a Phase II investigation at the Cawley Site.

SCOPE OF WORK

Nobis will perform a Phase II site assessment at the Cawley Site to investigate whether the placement of historical fill material in the northern portion of the site (identified as a Recognized Environmental Condition in the Phase I ESA) has resulted in a release of contaminants to soil. Nobis will procure a drilling subcontractor to advance seven soil borings to a depth of 10 to 15 feet below ground surface. Soil samples will be collected at 5-foot intervals using direct push technology (DPT). Each soil sample will be classified and field screened for the presence of organic vapors using a photoionization detector (PID).

Nobis will collect one soil sample for laboratory analysis from each soil boring. The soil sample selected for laboratory analysis will be from historical fill material identified in the soil core. If no historical fill material is encountered in the soil boring, the soil sample for laboratory analysis will be collected from the depth interval exhibiting the most evidence of contamination, either by visual observation or PID field screening. Soil samples will be submitted for laboratory analysis of volatile organic compounds (VOCs), volatile petroleum hydrocarbons (VPH), extractable petroleum hydrocarbons (EPH), polycyclic aromatic hydrocarbons (PAHs), and metals. All analytical methods will be in compliance with the MassDEP's Compendium of Analytical Methods (CAM).

At the conclusion of field sampling activities, and upon receipt of the analytical data, Nobis will prepare a Phase II report providing recommendations and budget considerations for a potential high school project at the Cawley Site. The Phase II memo will summarize the investigative

activities completed, provide soil analytical data in tabular form comparing the results to applicable MCP criteria, include a figure depicting soil sampling locations, soil boring logs providing geological descriptions of subsurface conditions, laboratory data reports, and conclusions and recommendations for additional investigation, remediation (should significant contamination be observed), soil management during construction, or any other considerations that should be made during evaluation of the Cawley Site as a potential high school location. The Phase II report will be provided to Perkins Eastman in electronic (PDF) format. Nobis will review and respond to Perkins Eastman comments on the draft report, and make revisions to the report to address comments and prepare the document for submittal to the City.

Nobis is not proposing the installation of groundwater monitoring wells or the collection of groundwater samples at this time since it is unlikely that construction activities will result in exposure to groundwater. However, if soil sampling results suggest there may be groundwater contamination at a particular location, monitoring wells and groundwater sampling may be warranted in the future, particularly if VOCs or VPH are detected at significant levels in soil samples collected during the Phase II.

ASSUMPTIONS AND LIMITATIONS

Nobis' proposed budget for this work is based on the following assumptions:

- Nobis will perform field sampling and procure a subcontract for laboratory analyses to ensure data quality in accordance with MassDEP CAM. Soil samples will be analyzed with a 24-hour turnaround time to meet the aggressive project schedule.
- Unrestricted access to the drilling locations will be provided by the City of Lowell through Perkins Eastman. The drilling locations will be accessible to Nobis and subcontractor personnel during regular business hours (8:00 AM to 5:00 PM).
- Nobis will perform all field work using staff from our Lowell office, therefore no travel expenses are included in our budget.
- Excess soil sample generated during the investigation will be used to backfill soil borings such that no management or off-site disposal of investigation derived waste will be necessary.
- Nobis will communicate any issues or problems with the work or the site directly to Perkins Eastman for resolution.
- The collection of soil samples from historically urbanized areas, in areas known to have been reclaimed using urban fill materials, brings with it the possibility of contamination. All site investigation activities will be performed under the oversight of a Licensed Site Professional (LSP) and soil analytical data will be compared to applicable Reportable Concentrations published in the MCP. In the event that contamination is detected above a Reportable Concentration, the City could be obligated to notify MassDEP of this finding,



and take response actions to address the release. Nobis has not included a budget for LSP consultation in the event that a reportable concentration of contamination is observed at the Cawley Site, however we are qualified and capable to assist Perkins Eastman and the City with MCP compliance issues if it becomes necessary.

BUDGET

The lump sum fee for the Phase II assessment of the Cawley Site is **\$10,000**. We will not exceed this amount unless we are authorized to do so. You will be notified if conditions require a change to the scope of services and budget estimate.

SCHEDULE

Nobis implemented the Phase II field investigation at the Cawley Site on May 17, 2017 and provided a report of findings to the project team on May 23, 2017.

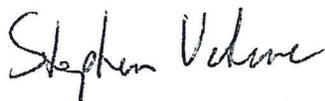
TERMS & CONDITIONS

Nobis anticipates this work will be performed under an amendment to our existing subconsultant agreement for the Lowell High School Feasibility Study.

Thank you for the opportunity to be of service. Nobis looks forward to continuing to working with you on this project. If you require any additional information, please do not hesitate to contact us.

Very truly yours,

Nobis Engineering, Inc.



Stephen Vetere, PE, LSP, LEP
Director of Environmental Services





INVOICE #5976

April 12, 2017

Mr. Joe Drown
 Perkins Eastman Architects, Inc.
 115 5th Avenue
 New York, NY 10003

Reference: Amendment I – Sampling/Demolition for Hazardous Materials
 Lowell High School, PE# 67150

Professional Services:

Type	Contract Amount	Percent Completed	Previously Billing	Current Fee Billing
Task I: Inspection Services	\$ 14,500.00	100	\$ 14.500	\$ 0.00
Task II: Destructive Services	\$ 2,800.00	50	\$ 0.00	\$ 1,400.00
Amendment I: Sampling/Demo	\$ 11,250.00	100	\$ 0.00	\$ 11,250.00
Total Fee:	\$ 28,550.00		\$ 0.00	\$ 12,650.00

NOTE: Original fee of \$13,475 reduced to \$11,250 to reflect less Demo & Patching required by field work.

Total this Invoice \$ 12,650.00

Original Fee	Reduced Fee	Difference	Markup	Total Reduction
\$13,475	- \$11,250	= \$2,225	+ 10%	= \$2,447.50

Thank you for the opportunity for Universal Environmental Consultants (UEC) to provide professional services.

12 Brewster Road, Framingham, MA 01702

Please reference UEC invoice number with payment