

April 27, 2021

Maya Plotkin
Chair, School Building Committee
c/o Town of Westwood
220 Nahatan Street
Westwood, MA 02090



Project name: **Hanlon Elementary School Building Project**
Subject: **Amendment #7: Design Development Phase Services**

Dear Maya,

We are seeking an amendment to our contract, dated 4 November 2019, between the Town of Westwood and Dore + Whittier, on the Hanlon Elementary School Building Project, for professional architectural and engineering (A/E) services during the Design Development (DD) phase. Our scope of services for Design Development phase is based on the Schematic Design submission to the MSBA. The scope of services under Basic A/E services includes: architectural, educational programming, structural, mechanical, electrical, plumbing, fire protection, data/communications/technology, security, civil, landscape, food service, acoustical, sustainability, door hardware, specifications, library/media, code, accessibility, interior design, and cost estimating. This also includes assistance with the Eversource incentive program.

Extra Services for this phase include geotechnical engineering, geothermal engineering (Other Basic Services in 3011 form), environmental consulting and wetlands related. Traffic consultant services are not included in this phase as two traffic studies were completed during the feasibility and schematic design phases. Should traffic consulting services be needed during this phase, this would be an additional service.

The fee schedule for services is outlined below:

Basic A/E services- Design Development Phase: \$1,232,260

DD Phase Extra Services:

- Geotechnical: \$16,500
- Geothermal: \$16,500
- Environmental (Haz Mat): 12,100
- Wetlands Allowance: \$40,900

Extra Services Total: \$86,000 including D+W 10% mark up.

If you could have this amendment signed, it will serve as authorization for us to proceed. Feel free to contact me with any questions you may have.

Sincerely,
DORE + WHITTIER
Donald M. Walter, AIA, MCPPO

Principal

Copy: File

Acceptance

By: _____

Title: _____

Date: _____

CONTRACT FOR DESIGNER SERVICES
Town of Westwood Project #SCH-20-C-001
AMENDMENT NO. 7

Whereas, the parties, the Town of Westwood, “Owner” and Dore + Whittier, the “Designer” hereto did enter into an agreement for Design services dated November 4th, 2019 for the Westwood Hanlon Elementary School Project;

Whereas, the parties wish to amend the contract as follows:

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 Feasibility Study 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 and Additional Service:

ITEM	MSBA Code	Orig. Value	Current value	This Rev.	Total Rev. Value	Completion Date
<u>Feasibility Study / SD</u>						
FS/ SD	0002-0000	\$ 850,000	\$ 850,000	\$ 0	\$ 850,000	
Survey	0003-0000	\$ 20,000	\$ 79,070	\$ 0	\$ 79,070	
Geotechnical	0003-0000	\$ 36,000	\$ 90,560	\$ 0	\$ 90,560	
Geothermal Test Well	0003-0000	NA	\$ 62,700	\$ 0	\$ 62,700	
Geo-environmental	0003-0000	NA	\$ 16,500	\$ 0	\$ 16,500	
Hazardous Materials	0003-0000	\$ 8,000	\$ 8,800	\$ 0	\$ 8,000	
Traffic Study	0003-0000	\$ 25,000	\$ 17,000	\$ 0	\$ 17,000	
Energy Modeling	0004-0000	\$ 9,000	\$ 9,000	\$ 0	\$ 9,000	
LEED Document	0004-0000	\$ 2,000	\$ 2,000	\$ 0	\$ 2,000	
Daylighting	0004-0000	NA	\$ 5,000	\$ 0	\$ 5,000	
Flow test	0004-0000	NA	\$ 1,675	\$ 0	\$ 1,675	
<u>Design Development</u>						
Design Development	0201-0400	NA	NA	\$1,232,260	\$ 1,232,260	Sept. 2021
Geothermal Design	0201-9900	NA	NA	\$ 16,500	\$ 16,500	
Hazardous Materials	0204-0200	NA	NA	\$ 12,100	\$ 12,100	
Geotech & Geo Enviro	0204-0300	NA	NA	\$ 16,500	\$ 16,500	
Wetland	0204-0500	NA	NA	\$ 40,900	\$ 40,900	
TOTAL		\$ 950,000	\$1,142,305	\$1,318,260	\$ 2,460,565	Sept. 2021

This Amendment is a result of: Amendment #7 – Design Development Phase Services as outlined on D+W proposal dated April 27,2021.

3. The Construction Budget shall be as follows:

Original Budget:	<u>\$ No Change</u>
Amended Budget	<u>\$ No Change</u>

4. The Project Schedule shall be as follows:

Original Schedule:	<u>See Table</u>
Amended Schedule	<u>DD phase will end in September 2021</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

Emily Parks, Superintendent of Schools

By _____
(signature)

Date _____

DESIGNER

Donald M. Walter, AIA, MCPPO
(print name)

Principal
(print title)

By _____
(signature)

Date _____

CERTIFIED AS TO APPROPRIATION

By: _____
Marie O'Leary, Town Accountant
G/L # 320-978-5843
PO # 18855

Date: _____

APPROVED TO FORM

By: _____
Patrick J. Ahearn, Town Counsel

Date: _____