




**MEMORANDUM**

To: Kathy Smith, City of Haverhill  
From:  William G. Cunniff – NV5  
Date: September 13, 2016  
Re: Caleb Dustin Hunking School – JCJ Contract Amendment Approval Request  
Cc: James J. Fiorentini; James F. Scully; Robert DeFusco; Jeffery Luxenberg; Adam Sniegocki

---

**Enclosed for approval, please find the following proposed commitment:**

JCJ Amendment #15 - represents the architectural and consultant fees to change the design and layout of the proposed Maintenance Building to add restrooms. This design fee is within the Total Project Budget.

COMMITMENTS			
ProPay Code	Budget Category	Description of Services	Contract Value \$
0203-9900	Design Amendments	JCJ Amendment # 15 – Changes to the Maintenance Building	\$ 14,930.00
		<b>TOTAL:</b>	<b>\$14,930.00</b>

The item listed above is consistent with the Total Project Budget. NV5 recommend that this commitment be approved. If you have any questions, please feel free to contact the Owner's Project Manager, NV5.

---

# **ATTACHMENT F**

## **CONTRACT FOR DESIGNER SERVICES**

### **AMENDMENT NO. 15**

**WHEREAS**, the City of Haverhill (“Owner”) and JCJ Architecture, PC (the “Designer”) (collectively, the “Parties”) entered into a Contract for Designer Services for the Caleb Dustin Hunking School Project (Project No. 201201280035) on May 14, 2013 (the “Contract”);

**WHEREAS**, the Parties executed Amendment No. 1 on June 11, 2013, Amendment No. 2 on June 1, 2013; Amendment No. 3 on April 22, 2014; Amendment No. 4 on June 12, 2014; Amendment No. 5 on June 13, 2014; Amendment No. 6 on August 27, 2014; Amendment No. 7 on September 22, 2014; Amendment No. 8 on November 18, 2014; Amendment No. 9 on December 14, 2014; Amendment No. 10 on June 17, 2015; Amendment No. 11 on December 22, 2015; Amendment No. 12 on December 22, 2015; Amendment No. 13 on February 16, 2016; Amendment #14 on March 22, 2016.

**WHEREAS**, effective as of August 16, 2016 the Parties wish to further 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:

- The Owner hereby authorizes the Designer to perform the following additional services in accordance with Article 8, Section 1:

#### **HAVERHILL CALEB DUSTIN HUNKING MIDDLE SCHOOL Designer Amendment #15 Services Breakdown**

COMPANY NAME	PROPOSED DESIGN SERVICES	DESIGN SERVICE APPLICATION	FEE
JCJ Architecture	Design Services + 10% Admin. Fee	Maintenance Building	\$ 5,400.00
CDW Consultants	Site/Civil Design	Maintenance Building	\$ 1,500.00
Copley Wolff Design	Landscape Design	Maintenance Building	\$ 1,280.00
Engineers Design Group	Structural Design	Maintenance Building	\$ 4,500.00
Garcia Gaulska DeSousa	MEP Design	Maintenance Building	\$ 2,250.00
<b>TOTAL</b>			<b>\$ 14,930.00</b>

- 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:

<b>Fee for Basic Services</b>	<b>Original Contract</b>	<b>Previous Amendments</b>	<b>Amount of This Amendment</b>	<b>After This Amendment</b>
Feasibility Study Phase	\$150,000.00	\$0.00	\$ 0.00	\$150,000.00
Schematic Design Phase	\$245,000.00	\$0.00	\$ 0.00	\$245,000.00
FS/SD Site- Environmental	\$ 0.00	\$ 68,564.00	\$ 0.00	\$ 68,564.00
Design Development Phase	\$ 0.00	\$ 1,000,000.00	\$ 0.00	\$ 1,000,000.00
Construction Documents	\$ 0.00	\$ 1,500,000.00	\$ 0.00	\$ 1,500,000.00

Bidding Phase	\$ 0.00	\$ 150,000.00	\$ 0.00	\$ 150,000.00
Construction Phase	\$ 0.00	\$ 1,150,000.00	\$ 0.00	\$ 1,150,000.00
Completion Phase	\$ 0.00	\$ 165,000.00	\$ 0.00	\$ 165,000.00
Site Survey- Wetlands	\$0.00	\$ 24,970.00	\$ 0.00	\$24,970.00
A&E Extra - Geotechnical	\$0.00	\$ 33,253.00	\$ 0.00	\$ 33,253.00
A&E Extra - HazMat	\$ 0.00	\$ 48,400.00	\$ 0.00	\$ 48,400.00
Design Amendments	\$ 0.00	\$ 46,354.00	\$ 14,930.00	\$ 61,284.00
<b>Total Fee</b>	<b>\$395,000.00</b>	<b>\$4,186,541.00</b>	<b>\$ 14,930.00</b>	<b>\$4,596,471.00</b>

3. The Construction Budget shall be as follows:

Original Budget: \$ 49,998,830  
Amended Budget: \$ 49,544,770

4. The Project Schedule shall be as follows:

Original Schedule: January 24, 2014 (Completion of Feasibility Study/ Schematic Design Phase); April 30, 2015 (Completion of Construction Documents Phase)

Amended Schedule: May 31, 2014 (Completion of Feasibility Study/ Schematic Design Phase)

Original Schedule: March 1, 2017 (Substantial Completion)

Amended Schedule: December 30, 2016 (Substantial Completion)

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:

James J. Fiorentini  
(print name)

Mayor, City of Haverhill  
(print title)

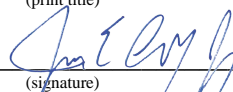
By \_\_\_\_\_  
(signature)

Date \_\_\_\_\_

DESIGNER:

James E. LaPosta, Jr.  
(print name)

President, JCJ Architecture, PC  
(print title)

By   
(signature)

Date 08.17.16

August 11, 2016  
Revised August 15, 2016

JCJ.COM

ONE STATE STREET, SUITE 900  
BOSTON, MA 02109  
TEL 617.532.6600  
FAX 617.532.6601  
BOSTON@JCJ.COM

AN EMPLOYEE OWNED COMPANY

Caleb Dustin Hunking School Building Committee  
c/o NV5  
Mr. William Cunniff  
44 Pleasant Street  
Watertown, MA 02472

**Re: Caleb Dustin Hunking School  
Haverhill, MA  
Proposal for Owner Requested Changes to the Maintenance Building  
JCJ Project No. B13020.01**

Dear Mr. Cunniff and Members of the School Building Committee:

On behalf of the School Building Committee (SBC) and at the request of their Owner's Project Manager (OPM), NV5 (formerly Joslin Lesser + Associates), JCJ Architecture (JCJ) is submitting this proposal for additional services to incorporate Owner requested changes to the completed Construction Documents for the Maintenance Building. The Maintenance Building was additional scope to JCJ's Contract for Design Services by the execution of Amendment 13 dated February 11, 2016. The Owner's requested approved design be modified to include the addition of public accessible toilet rooms and the addition of heat for the entire facility. As provided under Section 8 of our Contract for Designer Services, JCJ submits this proposal for an Extra Service for this design effort.

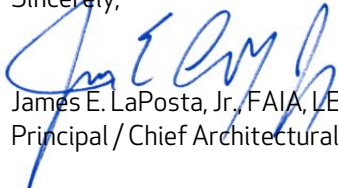
Compensation for the proposed extra services shall be the lump sum total of **Fourteen Thousand Nine Hundred Thirty Dollars and no/100's (\$14,930.00)** distributed as follows:

• JCJ Architecture (Architectural)	\$5,400.00
• CDW Consultants (Site/Civil)	\$1,500.00
• Copley Wolff Design Group (Landscape)	\$1,280.00
• Engineers Design Group (Structural)	\$4,500.00
• Garcia Gaulska DeSousa (Mech, Elec, Plumb)	\$2,250.00

JCJ's proposed fee includes the allowed 10% administrative cost. A full description of our engineering consultants proposed scope of services is included within the attached copies of their respective proposals. Work will begin upon receipt of authorization to proceed with this scope of services.

Please contact our office with any questions.

Sincerely,



James E. LaPosta, Jr., FAIA, LEED AP  
Principal / Chief Architectural Officer

Attachments

Cc: Douglas K. Roberts, AIA, JCJ  
Daniel F.B. Ruiz, MCPPO, JCJ  
File B13020.01 / 100-02A



**CDW CONSULTANTS, INC.**  
CIVIL & ENVIRONMENTAL ENGINEERS

August 4, 2016

Mr. Douglas Roberts  
JCJ ARCHITECTURE  
120 Huyshope Ave. Suite 400  
Hartford, CT 06106

Re: Scope of Services in Support of Site Plan Approval  
**Civil Engineering Services**  
Revised Maintenance Building at new Hunking School, Haverhill, MA

Dear Mr. Roberts:

CDW Consultants, Inc. is pleased to submit this proposal for professional civil engineering services for site plan approval for revisions to the new maintenance building to be located on the site of the new Hunking School in Haverhill, MA. Our proposal includes a detailed Scope of Services, Schedule of Services, Fee for Services, Additional Services, Assumptions, and CDW Terms and Conditions.

### **SCOPE OF SERVICES**

The following is a list of tasks to be performed under this Agreement:

#### Task 1. Site Plan Preparation

CDW will perform civil engineering services for the revised design of a new maintenance building to be located on the existing school site. The services will include additional changes to the original design including a new gas line service, a larger building footprint to accommodate 2 additional bathrooms within the building and associated grading of the site.

CDW will prepare a site plan showing the layout of the new maintenance building footprint with site grading, drainage and new utilities to service the building.

### **SCHEDULE OF SERVICES**

Upon receipt of your written authorization to proceed, CDW will commence the work outlined in the SCOPE OF SERVICES. We will provide the services in a coordinated and expeditious manner to support the project deliverables and goals.

### **FEE FOR SERVICES**

For this project as defined in SCOPE OF SERVICES, compensation shall be a lump sum fee of one thousand, five-hundred dollars (\$1,500.00) and will include the following task:

<u>Task 1. Site Plan Preparation</u>	\$1,500
<b>Total Project Costs:</b>	<b><u>\$1,500</u></b>



Application/permit fees are not included.

**ADDITIONAL SERVICES**

Additional services, if required and authorized in writing, will be billed at the following standard hourly rates:

Principal	\$160.00 per hour
Survey Crew (2 people)	\$140.00 per hour
Project Manager/PE	\$135.00 per hour
Professional Land Surveyor	\$120.00 per hour
Senior Designer/ Project Engineer	\$110.00 per hour
Surveyor-In-Training	\$90.00 per hour

Direct costs associated with additional services will be billed at cost upon written approval.

**ASSUMPTIONS**

The following Assumptions are incorporated into this Agreement:

1. The plans will consist of a single plan showing layout, grading and drainage and new utilities.
2. No new specifications will be required. The existing specifications approved for the new Hunking School will be sufficient.
3. No new testing will be required for infiltration of the proposed roof area and/or any other new impervious area.
4. The new building footprint was provided by JCJ Architecture in Autocad on 08/03/16.
5. No Notice of Intent will be required.

**TERMS AND CONDITIONS**

CDW will accept applicable Terms and Conditions of the Contract for Designer Services (i.e., the Prime Agreement) between MSBA and JCJ Architecture.

Please sign a copy of this Agreement. Retain a copy for your files and return the other to us, the receipt of which shall constitute Notice-to-Proceed. If you have any questions, please do not hesitate to contact us. We look forward to working with you on this important project. Thank you for considering CDW Consultants, Inc.

Very truly yours,  
**CDW CONSULTANTS, INC.**

AGREED AND ACCEPTED:

Joanne Scannell  
Associate Principal

BY: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Caleb Dustin Hunking Middle School - Haverhill, MA**

**JCJ Architecture**

Copley Wolff Design Group, Inc.

Proposal for Landscape Architectural Services

8/3/2016

**Maintenance Building Addition**

CWDG will update the current Addendum 4 landscape documents to incorporate a path to the proposed Maintenance Building restroom facilities.

	PRINCIPAL	PM	LA
1 <i>Coordination with Architect/Owner</i>		2	
2 <i>Update layout and materials plan</i>		4	
3 <i>Reissue drawings</i>		2	
Total Hours	0	8	0
Hourly Rate	\$225	\$160	\$100
Subtotal	\$0	\$1,280	\$0
<b>Total Maintenance Building Addition Phase</b>		<b>\$1,280</b>	

**WORK NOT INCLUDED**

- 1 Design packages not identified in this proposal
- 2 Building location, roadway and parking layout, profile, grading and drainage
- 3 Storm water management and all drainage features including basins and bio-swales
- 4 Site preparation plans, demolition plans and erosion control plans
- 5 Structural engineering
- 6 Lighting design, CWDG will assist with fixture selection
- 7 Site survey and other existing conditions information
- 8 Site utilities plans
- 9 Environmental assessment and or remediation
- 10 Soil assessment and or remediation
- 11 Mechanical, electrical, and plumbing
- 12 Permitting
- 13 Cost estimating, CWDG will assist with review of cost estimate
- 14 Wetland Remediation
- 15 Irrigation Design

Landscape Architects & Planners



July 28, 2016

Via email only to [druiz@jci.com](mailto:druiz@jci.com)

Mr. Daniel F. B. Ruiz, MCCPO  
Senior Project Manager  
One State Street, Suite 900  
Boston, MA 02109

**Re: *Hunking School  
Haverhill, Massachusetts  
Engineering Services Proposal – Additional Services - REVISED  
Maintenance Facility - Toilets  
EDG Project Number: 2013-023***

Dear Daniel:

As stipulated in our prime agreement on this project, we are requesting additional compensation for services outside of our original scope of work.

***SCOPE OF WORK/PROPOSED FEE***

We understand our scope of work to include the following:

- Additional services related to the addition of two public toilets and heating to the Maintenance Building.
- Modifications to both the foundations and roof structure and will require another submission of previously reviewed shop drawings.

***PROPOSED FEE***

For the work described above, we propose a Fixed Fee of \$ 4,500.00.

***CONDITIONS***

Billing for services on the project will be based on the percentage of documents complete.

Any additional services required, unless otherwise negotiated, will be billed on an hourly basis.

Payment of invoices is due 30 days after Client's receipt of payment from Owner. Overdue invoices will be subject to applicable interest charges.



If the above scope of work and fee schedule is acceptable to you, please return a signed copy of this proposal to our office.

We look forward to our continued work on this project. If you have any questions, please do not hesitate to contact me.

Very truly yours,  
**ENGINEERS DESIGN GROUP, INC.**

**Accepted** \_\_\_\_\_



Mehul V. Dhruv, P. E.  
Principal

**Date** \_\_\_\_\_

/mem

Copy: Douglas Roberts *via email only to* [droberts@jcyj.com](mailto:droboterts@jcyj.com)



**GARCIA • GALUSKA • DESOUSA**  
Consulting Engineers Inc.

370 Faunce Corner Road, Dartmouth, MA 02747-1217

**REQUEST FOR ADDITIONAL SERVICES**

L#53055r1

DATE: August 1, 2016  
**Revised August 4, 2016**

ATTN: Daniel F.B. Ruiz, MCPPO

TO: JCJ Architecture

PROJECT: Caleb Dustin Hunking School  
Additional Restrooms to Maintenance Room  
Haverhill, MA

PRINCIPAL: David M. Pereira, P.E.

GGD JOB #: 745 002 00.00

PROJ. MGR: David M. Pereira P.E.

CLIENT TASK#

FEE BASIS: Fixed Fee

**ESTIMATED COST FOR CHANGES:**

Two Thousand, Two Hundred, Fifty Dollars **(\$2,250.00)**

**DESCRIPTION OF "ADDITIONAL SERVICES" REQUIRED:**

Provide electrical, mechanical and plumbing design services for the addition of two restrooms to the maintenance building. Design also includes heat in the garage space and new natural gas service.  
Per email dated 7/29/2016.

**THE ABOVE ADDITIONAL WORK WILL NOT BE STARTED UNTIL WRITTEN AUTHORIZATION IS RECEIVED.**

**ADDITIONAL SERVICES APPROVED BY:** \_\_\_\_\_

DATE:

SEND  FOR OFFICE ONLY:

CC: PRINCIPAL, PROJECT MGR., ACCOUNTING, CORRESPONDENCE

254/255 CODE: \_\_\_\_\_