

MEMORANDUM

To: Kathy Smith, City of Haverhill
From: William G. Cunniff - Joslin, Lesser + Associates, Inc.
Date: March 22, 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 # 14 - represents the architectural and consultant fees to monitor the abatement of the existing Caleb Hunking Middle School of any hazardous materials in preparation for demolition. This design fee is within the Total Project Budget.

COMMITMENTS			
ProPay Code	Budget Category	Description of Services	Contract Value \$
0204-0200	HazMat (incl. monitoring)	JCJ Amendment # 14 – Hazardous Material Monitoring	\$ 48,400.00
	TOTAL:		\$48,400.00

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

ATTACHMENT F

CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. 14

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.

WHEREAS, effective as of March 22, 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:

1. 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 #14 Services Breakdown

COMPANY NAME	PROPOSED DESIGN SERVICES	DESIGN SERVICE APPLICATION	FEE
CDW Consultants	Hazardous Material Monitoring	Existing Hunking School	\$ 44,000.00
JCJ Architecture	10% Administration Fee	Maintenance Building	\$ 4,400.00
TOTAL			\$ 48,400.00

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	Previous Amendments	Amount of This Amendment	After This Amendment
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	\$ 1,537,554.00	\$ 0.00	\$ 1,537,554.00
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	\$ 5,665.00	\$ 48,400.00	\$ 54,065.00
Total Fee	\$395,000.00	\$4,135,006.00	\$ 48,400.00	\$4,578,406.00

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 03.17.16



CDW CONSULTANTS, INC.

CIVIL & ENVIRONMENTAL ENGINEERS

August 21, 2014

Mr. Daniel Ruiz
JCJ Architecture
319 A Street/Studio 4A
Boston, MA 02210

RE: Professional Services for Abatement Project Monitoring
Caleb Hunking Middle School
Haverhill, Massachusetts

Dear Mr. Ruiz:

CDW Consultants, Inc. (CDW) is pleased to present this proposal to conduct construction project monitoring during asbestos and hazardous materials abatement for the Caleb Hunking Middle School (Site) in Haverhill, Massachusetts. Our proposal includes the Scope of Services, Schedule of Services, Fee for Services, and Terms and Conditions.

1.0 SCOPE OF SERVICES

1.1 Abatement Project Monitoring

- (a) CDW will conduct daily project monitoring during asbestos abatement, to observe the quantities, locations, and types of asbestos-containing materials (ACM) removed in accordance with the construction specifications related to ACM and hazardous materials removal. CDW's labor cost for monitoring the abatement work is based on the presence of one person for each of forty (40) 8-hour work shifts during typical first shift hours (7am-4pm Mon-Fri). The actual number of shifts will depend upon the Contractor's abatement schedule, labor force, etc.
- (b) CDW will provide daily air sampling to ensure the contractor's abatement methods are appropriate, and that the contractor's activities are coordinated with the construction manager for efficient abatement work.
- (c) CDW will prepare daily field notes which will include the amounts and types of ACM abated. CDW's notes will be compared daily with contractor's removal quantities to ensure that quantities are reconciled appropriately.



1.2 Project Management during Construction

- (a) CDW's Project Manager will visit the Site periodically and will attend up to four meetings as requested. An allowance has been established for the expected level of effort for this task.

1.3 Abatement Report

- (a) CDW will prepare air clearance letters during construction. Up to 10 air clearance letter reports are included herein.
- (b) CDW will prepare a final summary ACM abatement summary report at the completion of the project. The report will include the final total quantities removed and the air sampling analytical results.

2.0 SCHEDULE OF SERVICES

CDW is prepared to commence work on this project within 10 days of written authorization to proceed. Our schedule for completion will depend upon site access, the Contractor's schedule, your schedule requirements, and if additional sampling is required, the laboratory turn-around times.

3.0 FEE FOR SERVICES

For this project as defined in Article 1.0, "Scope of Services" compensation shall be on a time and materials basis. The estimated cost is \$44,000 (Forty Four Thousand Dollars). Invoices will be submitted on a monthly basis.

Project Monitoring (up to 40 shifts, 1 st shift hours, Mon-Fri)	\$ 28,000
Project Management during Construction (allowance)	\$ 4,000
Air Clearance and Abatement Report	\$ 5,000
Miscellaneous Expenses (mileage, rental equipment, etc.)	\$ 1,500
Allowance for 250 PCM Air Samples @ \$20/each	\$ 5,000
Allowance for 25 Bulk Samples @ \$20/each	<u>\$ 500</u>
TOTAL	\$44,000



For additional services not included herein, or additional samples collected, our standard labor rates are as follows:

Principal	\$140.00 per hour
Senior Project Engineer	\$110.00 per hour
Project Engineer/Scientist	\$ 90.00 per hour
Engineer/Scientist	\$ 70.00 per hour
Project Monitor	\$ 700 per day (8-hour 1 st shift)
Project Monitor	\$1,050 per day (8-hour 2 nd shift)
Project Monitor	\$1,400 per day (8-hour 3 rd shift)
ACM lab sample analysis	\$ 20 per sample (PLM)
ACM lab sample analysis	\$ 90 per sample (TEM)

4.0 TERMS AND CONDITIONS

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

If acceptable, please sign a copy of this agreement and return to CDW and retain one copy for your files. The receipt of the executed contract shall constitute the Notice-to Proceed. If you have any questions, please do not hesitate to contact Susan Cahalan at extension 25. We look forward to working with you on this important project. Thank you for your confidence in CDW Consultants, Inc.

Very truly yours,

CDW CONSULTANTS, INC.

Kathleen Campbell, PE, LSP, LEED AP
Principal

AGREED AND ACCEPTED
JCJ Architecture, Inc.

Date: _____