

**MEMORANDUM**

To: Jane Johnson, Budget and Grants Analyst, City of Haverhill  
 From: William G. Cunniff - Joslin, Lesser + Associates, Inc.  
 Date: August 7, 2015  
 Re: Caleb Dustin Hunking School – JCJ Contract Amendment Approval Request  
 Cc: James J. Fiorentini; James F. Scully; Robert DeFusco; Jeffery Luxenberg; Adam Sniegocki

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

JCJ Amendment # 11 - represents the architectural and consultant design fees to produce detailed construction documents for the maintenance building to be located on the Caleb Dustin Hunking School site. These additional design services will contain detailed building plans, including all utilities and structural aspects, along with a landscaping plan. This design fee is within the Total Project Budget, and monies will be re-allocated via a Budget Revision Request (BRR) from Owner Contingency to A/E construction Documents, in order to reconcile the budget line items.

COMMITMENTS			
ProPay Code	Budget Category	Description of Services	Contract Value \$
0201-0500	Architecture & Engineering – Construction Contract Documents	JCJ Amendment # 11 – Maintenance Building Design	\$ 24,900.00
	<b>TOTAL:</b>		<b>\$24,900.00</b>

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.

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# ATTACHMENT F

## CONTRACT FOR DESIGNER SERVICES

### AMENDMENT NO. 11

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

**WHEREAS**, effective as of August 3, 2015 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 #11: Maintenance Building Design**

Company Name	Proposed Design Services	Fee
Garcia Galuska DeSousa	Mechanical, Electrical, Plumbing	\$9,000.00
Engineers Design Group	Structural	\$7,500.00
CDW Consultants	Civil	\$4,400.00
Copley Wolff Design Group	Landscape	\$4,000.00
<b>TOTAL</b>		<b>\$24,900.00</b>

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 Doc Phase	\$ 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	\$ 24,900.00	\$ 1,174,900.00
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	\$ 33,250.00	\$ 0.00	\$ 33,253.00
A&E Extra - HazMat	\$ 0.00	\$ 5,665.00	\$ 0.00	\$ 5,665.00
<b>Total Fee</b>	<b>\$395,000.00</b>	<b>\$4,088,652.00</b>	<b>\$8,800.00</b>	<b>\$4,517,352.00</b>

3. The Construction Budget shall be as follows:

Original Budget: \$ 49,998,830

Amended Budget:

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)

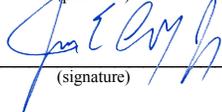
By \_\_\_\_\_  
(signature)

Date \_\_\_\_\_

DESIGNER:

James E. LaPosta, Jr.  
(print name)

President, JCJ Architecture, PC  
(print title)

By   
(signature)

Date 8-7-2015

July 31, 2015

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

Re: Caleb Dustin Hunking School  
Haverhill, MA  
Proposal for the Design of a 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, Joslin Lesser + Associates, JCJ Architecture (JCJ) is submitting this proposal for additional services related to the design of a Maintenance Building likely to be located in the vicinity of the future athletic fields. The Owner's request for this added scope came in time for a \$300,000 line item for construction of this structure to be included within the Construction Manager's Guaranteed Maximum Price (GMP) presented and approved by the School Committee on July 21<sup>st</sup>. However, design and development of contract drawings for this maintenance building was not part of the design team's contracted scope of work. As provided under Section 8 of our Contract for Designer Services, JCJ submits this proposal for an Extra Service for this design effort.

At present we understand the Owner's conceptual program to include:

- A building that is approximately 24' x 30'
- Generally constructed from exterior materials similar to that of the school building
- 2-3 service vehicle bays (e.g. lawn mower, snow plow)
- Two (2) single use toilet rooms for public use
- A small "office" or work area for maintenance staff
- A small room with a transaction window for use in the sale of concessions. Presently, the owner assumes their program will not require various food prep items such as a 3-compartment sink.
- A gabled roof that extends on one side to provide shelter for those at the concession transaction window.
- Additional concrete walks and pads to accommodate the proposed uses
- Extension of utilities to the new structure including electric, water, natural gas, sewerage, communications
- Adjustments or amendments to the site drainage systems may be required to accommodate the roof drainage.

In addition to the architectural design, this lump-sum proposal will include the services of our engineering consultants and the bulk of the additional service request is to cover their proposed

services. A full description of their proposed scope is included within the attached copies of the individual proposals.

- Garcia Galuska DeSousa (Mech, Elec, Plumb) \$9,000
- Engineers Design Group (Structural) \$7,500
- CDW Consultants (Civil) \$4,400
- Copley Wolff Design Group \$4,000
- Architectural (\$7,750) Waived

This proposal request is for Twenty-Seven Thousand Three Hundred Ninety dollars which includes the allowed 10% administrative cost.

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

Attachment

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

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

**JCJ Architecture**

Copley Wolff Design Group, Inc.

Proposal for Landscape Architectural Services

7/29/2015

**Maintenance Building Addition**

CWDG will update the current Addendum 4 landscape documents to incorporate a proposed maintenance building and associated hardscape planting and fencing. Updates will be based on the updated site plan and building location provided by the civil engineer.

	PRINCIPAL	PM	LA
1 Update materials plans		4	4
2 Update planting plans		4	4
3 Update details/Enlargement Plans		4	
4 Coordinate with civil and site electrical design		4	
5 Provide drawings for permitting/conservation commission		2	
6 Team meetings (assume 1)		2	
Total Hours	0	20	8
Hourly Rate	\$225	\$160	\$100
Subtotal	\$0	\$3,200	\$800
<b>Total Maintenance Building Addition Phase</b>	<b>\$4,000</b>		

Landscape Architects & Planners



**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



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

July 24, 2015

Mr. Daniel Ruiz  
JCJ ARCHITECTURE  
One State Street Suite 900  
Boston, MA 02109

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

Dear Mr. Ruiz:

CDW Consultants, Inc. is pleased to submit this proposal for professional civil engineering services for site plan approval for a 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 design of a new maintenance building to be located on the existing school site. The services will include the design for layout, grading, drainage and new utilities.

CDW will review the existing drainage calculations for the new Hunking School and determine if any new infiltration will be required for the new roof area of the maintenance building.

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

#### Task 2. Construction Administration

CDW will review project submittals during the construction phase of the project. CDW will perform 1 site construction observation visit during the construction phase.

### **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 four thousand, four-hundred dollars (\$4,400.00) and will include the following tasks:

<u>Task 1. Site Plan Preparation</u>	\$2,600
<u>Task 2. Construction Administration</u>	\$1,800
<b>Total Project Costs:</b>	<b><u>\$4,400</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	\$140.00 per hour
Survey Crew (2 people)	\$140.00 per hour
Project Manager/PE	\$130.00 per hour
Professional Land Surveyor	\$120.00 per hour
Senior Designer/ Project Engineer	\$100.00 per hour
Surveyor-In-Training	\$90.00 per hour
Staff Designer	\$65.00 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 is approximately 24' x 30'.
5. No Notice of Intent will be required.

**TERMS AND CONDITIONS**

CDW Terms and Conditions are attached herein.



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.**

A handwritten signature in blue ink that reads "Joanne Scannell".

Joanne Scannell  
Associate Principal

**AGREED AND ACCEPTED:**

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

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

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

## STATEMENT OF TERMS AND CONDITIONS

The terms and conditions set forth are incorporated by reference, in the Proposal for Services attached herein to the attached named Client ("Client"). This proposal contains clauses that limit Company's liability to Client and require Client to indemnify Company for some claims and damages. The Proposal should be reviewed carefully, and Client may choose to consult with an attorney. CDW Consultants, Inc. ("Company") and Client agree as follows:

### Section 1. **Services**

a) **Services.** Company shall provide Client with the "Services" set forth in the Proposal for Services ("Proposal") with respect to the property identified in the Proposal ("the Site"), under the terms and conditions set forth herein. Company's Services will be performed on behalf of and solely for the exclusive use of Client for the purposes set forth in the Proposal and for no other purpose. Client acknowledges that Company's Services require decisions which are based upon judgmental considerations stemming from limited data and time and budgetary constraints imposed by Client rather than upon scientific certainties. Client, in accepting Company's Proposal, acknowledges the inherent risks to Client and its property associated with the work described in the Proposal. Company shall perform Services in accordance with generally accepted practices of like professionals undertaking similar services under like or identical circumstances. Company reserves the right to refuse to undertake Services on behalf of any project or on behalf of any prospective Client. Client acknowledges that other qualified persons and entities are available to carry out the proposed Services.

b) **Limitation of Services.** Client agrees that such Services shall be rendered without any other warranty, expressed or implied, and subject to all other limitations herein contained. Company shall be responsible only for such injury, loss or damage as is caused by the negligence or willful misconduct of Company, its employees, agents or representatives.

c) **Confidentiality of Services Rendered.** Company will not disclose information regarding the Proposal, Company's Services or its Report except 1) to Client, or 2) parties designated by Client. Information which is in the public domain or which is provided to the Company by third parties is excepted from the foregoing undertaking. This provision shall also be binding on Company, its agent, staff, consultant, contractors, and subcontractors.

### Section 2. **Billing and Payment**

a) Client will pay Company for Services performed in accordance with rates and charges set forth in the Proposal. Invoices for Company's Services will be submitted on a periodic basis, or upon completion of Services, as Company shall elect. All invoices will be due and payable on receipt. Invoice balances remaining unpaid for thirty (30) days after invoice date will bear interest from invoice date at 1.5 percent per month or at the maximum lawful interest rate, if such lawful rate is less than 1.5 percent per month. If Client fails to pay any invoice in full within thirty (30) days after invoice date, Company may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of Services upon ten (10) days prior written notice by Company to Client. Notwithstanding any termination of Services by Company for non-payment of invoices, or for reasons set forth in Section 5, Client shall pay Company in full for all Services rendered by Company to the date of termination of Services plus all interest, termination costs and expenses incurred by Company and related to such termination. Client shall be liable to reimburse Company for all costs and expenses of collection, including reasonable attorneys' fees. Company's non-exercise of any rights or remedies, whether specified herein or otherwise provided by law, shall not be deemed a waiver of any such rights or remedies, nor preclude Company from the exercise under this instrument, or at law.

### Section 3) **Right of Entry**

Client hereby grants to Company or represents and warrants (if the Site is not owned by Client) that permission has been duly granted for a Right of Entry from time to time, by Company, its agents, staff,

consultants, and contractors or subcontractors, upon the Site for the purpose of performing and with the right to perform all acts, studies, and research, including without limitation the making of test boring and other soil compilings, pursuant to the Scope of Services. Should Client not own the Site, Client warrants and represents by acceptance of the Proposal that it has authority and permission of Site Owner and any site occupant to grant Company this right of entry. Company may require evidence of such authority in a form reasonably satisfactory to Company.

#### **Section 4. Documents.**

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents, data or information prepared by Company as instruments of Services, shall remain the sole property of Company. All reports and other work preparation by Company for Client shall be utilized solely for the intended purposes and Site described in the Proposal. Company will retain all pertinent documents for a period of three (3) years following submission of Company's final report to Client. Such documents will be available to Client upon request at Company's office during office hours on reasonable notice, and copies will be furnished by Company to Client for the total cost of retrieval and reproduction of same, when the Client requests and upon total payment by Client of reasonable cost of retrieval.

#### **Section 5. Unforeseen and Unanticipated Occurrences**

If during performance of Services, any unforeseen conditions or occurrences are encountered which, in the judgement of Company, significantly affect or may affect the Services or the recommended scope of Services, Company will promptly notify Client thereof. Subsequent to that notification Client and Company agree to pursue one of the following options:

a) The original scope of Services may be modified to the mutual satisfaction of the parties, and the estimate of charges, including budget estimates and fees, revised to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein;

b) Company shall have the right to suspend its work immediately and terminate the work described in the Proposal, effective on the date specified by Company in writing. Client shall remain liable for and shall pay all fees and charges incurred under the provisions of the Proposal through the date of termination, notwithstanding Client and Company not having reached a new, mutually satisfactory, revision of their agreement.

#### **Section 6. Public Responsibility**

The Company is not in control of the Site. Company does not undertake to report to any Federal, state, county or local public agencies having jurisdiction over the subject matter any conditions existing at the Site from time to time which may present a potential danger to public health, safety or the environment except to the extent required by law. Client, by acceptance of the Proposal, agrees that Client will comply with all applicable Federal, state, and municipal reporting requirements.

#### **Section 7. Hazardous Materials**

As of the date of this Agreement, Client agrees that Company has neither created nor contributed to the creation of any hazardous materials, pollutants, asbestos, or other potentially dangerous substance that is now or may be in the future discovered or introduced at the Site. Company hereby states, and Client acknowledges by acceptance of the Proposal, that Company may be unable to obtain insurance at reasonable cost for claims arising out of the investigation, assessment or evaluation of hazardous materials or pollutants or the detection, abatement, removal or replacement of products, materials or processes containing asbestos.

#### **Section 8. Limitation of Professional Liability**

a) **Company Obligation for Successful Claim.** In recognition of the risks, rewards and benefits of the

subject project available to the Client and the risks and total fee for the Company, the Company and the Client have agreed that the Company's total liability to the Client for any and all injuries, claims, losses, expenses or claims expenses, including claims by Client against Company for indemnification and/or contribution due to third party claims against Client, arising out of this agreement from any cause or causes shall not exceed the Company's aggregate fee for Services rendered on the subject project. Such causes include but are not limited to Company's alleged breach of contract, breach of warranty, strict liability, or negligent acts, errors or omissions.

b) **Consequential Damages.** Under no circumstances shall Company be liable to Client for any consequential damages, including but not limited to loss of use or rental, loss of profit or cost of any financing however caused including Company's fault or negligence.

c) **Client Obligation for Unsuccessful Claim.** In the event that Client makes a claim against Company, at law or otherwise for any alleged error, omission, or act arising out of the performance of Company's Services, and Client fails to prove such claim upon final adjudication, then Client shall pay all costs incurred by Company in defending itself against the claim, including, without limitation, court costs, and other claim-related expenses, including, without limitation, costs, fees, and expenses of experts.

#### Section 9. **Delays**

In providing the referenced Services absent any negligence or willful misconduct on the part of the Company, its employees or agents, the Company shall not be responsible for delays.

#### Section 10. **Amendment of Agreement**

These printed Terms and Conditions cannot be modified orally or by any course of conduct. Any modification must be acknowledged in writing by Company. These conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document issued by Client. Client shall not assign any aspect of the agreement between Client and Company except upon the prior written consent of Company.

#### Section 11. **Choice of Laws/Jurisdiction**

The agreement between Company and Client as set forth in the Proposal and in these Terms and Conditions shall be governed by and enforceable in accordance with the laws of the Commonwealth of Massachusetts. Any dispute resulting in legal action shall be adjudicated within the jurisdiction of the Commonwealth of Massachusetts.

#### Section 12. **Severability**

In the event that any provisions of this agreement shall be deemed invalid or unenforceable, the other provisions herein shall remain in full force and effect and binding upon the parties hereto.

END



July 17, 2015

*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  
Maintenance Facility  
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:

- Design and detailing of a 24 x 30 ft. maintenance building. We understand the building envelope includes using masonry veneer to match the building with CMU back-up exterior bearing walls approximately 10 ft. – 0 in. – 12 ft. – 0 in. high with a simple shed roof with asphalt shingles. Interior partitions would be painted CMU for durability.
- Construction Administration for this scope, including review of shop drawings.

***PROPOSED FEE***

For the work described above, we propose a Fixed Fee of \$ 7,500.00.

***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.**



Mehul V. Dhruv, P. E.  
Principal

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

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

/mem



