



August 2, 2023

Honorable Mayor James J. Fiorentini
City of Haverhill
City Hall
4 Summer Street
Haverhill, Massachusetts 01830

Re: OPM Contract Amendment 02

Dear Mayor Fiorentini:

Attached is Colliers Project Leader's Contract Amendment Number 02 for the Dr. Albert B. Consentino Middle School project for 3rd party reviews for Structural and Code Reviews. The Structural Review is required by Building Code and the Code Review is required by the Local AHJ.

Included are the following subconsultants to Colliers Project Leaders:

- Christopher D. Howe Architectural (CDHA) Consulting for code review of the 60% and 90% Construction Documents, for a total of \$10,000.00.
- DM Berg Consultants, P.C. for structural review of the 60% and 90% Construction Documents, for a total of \$4,800.00.

The cost for the subconsultants will be sourced as follows:

Item	Scope	Value	Propay Code
Other administrative Cost	3 rd party Review - Code (CDHA)	\$10,000.00	0199-0000
Other administrative Cost	3 rd party Review - Structural (DM Berg)	\$4,800.00	0199-0000

As OPM work is ongoing, we respectfully request that the District execute this agreement at the earliest opportunity. Please let us know if you have any questions.

Sincerely,

Suzanna Yeung
Project Manager
Suzanna.Yeung@collierseng.com
Mobile: 617 640 9982



Project Leaders

cc: A. Michael Carroll, Colliers Project Leaders
Allison Barnes, Colliers Project Leaders
Margaret Marotta, Superintendent of Schools Haverhill, MA
Beverly McGillicuddy, Secretary of Schools Haverhill, MA

ATTACHMENT B

CONTRACT FOR PROJECT MANAGEMENT SERVICES

AMENDMENT NO. 02

WHEREAS, the City of Haverhill (“Owner”) and Colliers Project Leaders, USA NE, LLC, (the “Owner’s Project Manager”) (collectively, the “Parties”) entered into a Contract for Project Management Services for the Consentino Middle School School on January 5, 2021 “Contract”; and

WHEREAS, effective as of November 11, 2022, the Parties wish to amend the Contract, as amended:

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 Owner’s Project Manager to perform services for the Design Development Phase, the Construction Phases, and the Final Completion 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 Owner’s Project Manager shall be compensated by the Owner in accordance with the following Fee for Basic Services:

Fee for Basic Services:	Original Contract Including Amd 1	After Amendment 02
Feasibility Study Phase	<u>\$200,000</u>	<u>\$200,000</u>
Schematic Design Phase	<u>\$ included in FS</u>	<u>\$ included in FS</u>
Design Development Phase	<u>\$298,729</u>	<u>\$298,729</u>
Construction Document Phase	<u>\$461,417</u>	<u>\$461,417</u>
Bidding Phase	<u>\$346,217</u>	<u>\$346,217</u>
Construction Phase	<u>\$2,732,754</u>	<u>\$2,732,754</u>
Completion Phase	<u>\$621,338</u>	<u>\$621,338</u>
3 rd Party Reviews	<u>\$0</u>	<u>\$14,800</u>
Total Fee	<u>\$4,660,455</u>	<u>\$4,675,255</u>

This Amendment is a result of: The addition of OPM services for Design Development through Completion Phases of the Project.

3. The Construction Budget shall be as follows:

Original Budget:	<u>\$124,858,700</u>
Amended Budget	<u>\$124,858,700</u>

4. The Project Schedule shall be as follows:

Original Schedule: November 7, 2023

Amended Schedule August 1, 2023

5. The Authority's standard OPM Contract Amendment for DBB which is attached hereto and incorporated by reference herein, is made a part of the Contract in its entirety.

6. This Amendment contains all of the terms and conditions agreed upon by the Parties as amendments to the original Contract, as amended. No other understandings or representations, oral or otherwise, regarding amendments to the original Contract, as amended, shall be deemed to exist or bind the Parties, and all other terms and conditions of the Contract, as amended, remain in full force and effect.

IN WITNESS WHEREOF, the Owner, with the prior approval of the Authority, and the Owner's Project Manager have caused this Amendment to be executed by their respective authorized officers.

OWNER

(print name)

(print title)

By _____
(signature)

Date _____

OWNER'S PROJECT MANAGER

Jonathan Winikur

Division Director

By _____
(signature)

Date _____

EXHIBIT A

SCOPE OF SERVICES & FEES



Allison Barnes
Colliers Project Leaders
100 Federal Street, 33rd Floor
Boston, MA 02110

Subject: Haverhill Cosentino Middle School

June 26, 2023

I am pleased to offer code compliance review services for the above referenced project. Following is a description of the scope of my services, and the associated fees.

Project Description

The project involves construction of a new Middle school adjacent to the existing Cosentino school, followed by demolition of the existing school. The new school will be constructed as two buildings:

- Building A is proposed to be 4 stories in height, and constructed of Type IIA construction.
- Building B is proposed to be 2 stories in height, and constructed of Type IIB construction.

CDHA Scope

CDHA will be responsible for review of the drawings for compliance with the codes and regulations listed below, preparation of a report summarizing CDHA's findings, coordination and discussion with the design team via Zoom or conference call.

Building code:

Massachusetts State Building Code (780 CMR) 9th edition with amendments and references to the following:

International Building Code (IBC) 2015 edition

International Energy Conservation Code (IECC) 2018 edition (as amended by appendix AA "Stretch Code")

As an additional service, CDHA offers a review of the 10th edition of the *Massachusetts State Building Code* (based on the draft currently available from the State of Massachusetts) and the model Building and Energy Conservation Codes referenced by the 10th edition. The intent of this review is to assist the design team in predicting the impacts of the 10th edition on the design. See optional services below.

Accessibility:

Massachusetts Architectural Access Board Regulations (521 CMR) January 27, 2006 edition.

Electrical Code:

Massachusetts Electrical Code (527 CMR 12.00) with amendments to the following:

National Electrical Code (NFPA 70) 2020 edition

- Plumbing Code:** *Massachusetts State Fuel Gas and Plumbing Code* (248 CMR) March 10, 2017 edition.
- Mechanical Code:** *International Mechanical Code* 2015 edition
- Fire Code:** *Massachusetts State Comprehensive Fire Safety Code* (527 CMR 1.00) with amendments and references to the following:
Fire Code (NFPA 1) 2021 edition.
- Elevator Code:** *Massachusetts Board of Elevator Regulations* (MEC) 524 CMR with amendments to the following:
Safety Code for Elevators and Escalators (ASME A17.1) 2013 edition.

Process

Design Development Review: At the completion of the review the design team will receive a comprehensive report. The report's executive summary will include a brief description of the building and the code compliance strategies being employed, followed by a list of code compliance issues that identified. The report will also include a record of each code reviewed, as well as the chapters and sections reviewed. Notes from CDHA's review will be included within that record.

Construction Document Review: The Construction Document review will begin with a review of the compliance issues identified during the Design Development review, to determine that compliance issues have been addressed. The review will continue with review of the additional details and drawings that are completed subsequent to the Design Development set.

A revised / expanded report (see Design Development Review description above) will be prepared. After your team has reviewed the report, and any compliance issues have been addressed, I will issue a final draft of the report for reference during construction (only included with Construction Document review scope).

Optional service – 10th Edition review: CDHA may provide a simultaneous review of the 9th and 10th editions of the Building Code. CDHA will summarize requirements that would be different under the 10th edition of the code.

Limitations

As a general rule of thumb, the scope includes a review of all aspects of the design and applicable codes except those that require the specific knowledge or expertise of an engineer (or other professional, other than an architect).

Example 1: Aspects of code compliance that require engineering calculations (such as seismic design calculations) are beyond the scope of my review. However, I do confirm that the factors at the root of those calculations (such as: risk category, seismic importance factor, and spectral response acceleration parameters) are indicated correctly on the structural drawings.

Example 2: The fire protection drawings will be reviewed to determine that coverage is provided at all required locations, specific hazards of the design are addressed, unheated spaces are protected appropriately, and that provisions of NFPA 13 allowing exclusion of

sprinklers at certain concealed spaces are properly applied. However, hydraulic and other calculations are not included.

CDHA does not review code requirements that are specifically related to construction means and methods, safety during construction, and other requirements that are purely the responsibility of the contractor.

~~Though we all strive for perfection, my liability insurance company requires me to establish the following "Standard of Care": In performing professional services, the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of the profession practicing in the same or similar locality.~~

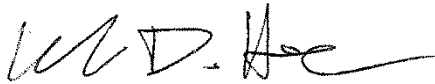
Fees

I propose the following fees for the scope of services described above:

Design Development Review: \$4,500 (For simultaneous 10th edition review add \$1,500)

Construction Document Review: \$3,250 (For simultaneous 10th edition review add \$750)

Regards,



Christopher Howe, RA

Proposal approved by:

Date:

Signature:



DM BERG CONSULTANTS, P.C.
SERVING THE INDUSTRY SINCE 1963

CONSULTING ENGINEERS
100 Crescent Road, Suite 1A
Needham, MA
02494-1457
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www.dmberg.com

STATUS:

AN AGREEMENT FOR THE PERFORMANCE OF PROFESSIONAL SERVICES
INDEPENDENT STRUCTURAL ENGINEERING REVIEW

CLIENT: Colliers Project Leaders
100 Federal Street, 33rd Floor
Boston, MA 02110
Attn: Allison Barnes

DATE: June 21, 2023

PROJECT NAME/LOCATION: Consentino Middle School
Haverhill, Massachusetts

SCOPE/INTENT AND EXTENT OF SERVICES: Independent Structural Engineering Review performed in accordance with the Massachusetts State Building Code, Ninth Edition, Section 105.9: Peer review of 60% Construction Documents for the new middle school, followed by the peer review of 90% Construction Documents when they are ready.

FEE ARRANGEMENT: For Basic Services included in Exhibit A: Lump Sum Fee of \$4,800.00

RETAINER AMOUNT: Zero

SPECIAL CONDITIONS: At no time shall it be construed that DM Berg Consultants, P.C. is supplanting, or joining with, the Structural Engineer of record in his or her professional responsibility for the design of the Primary Structural System.

PREPARED BY:

The Terms and Conditions on the next page are a part of this Agreement.

Ali R. Borojerdi, P.E., LEED AP/Vice President

(printed name/title)

OFFERED BY:

ACCEPTED BY:

(signature)

Ali R. Borojerdi, P.E., LEED AP/Vice President

(printed name/title)

DM BERG CONSULTANTS, P.C.

(Engineer)

(signature)

8/2/23

(date)

JONATHAN F. WINIKUR, DIVISION DIR.

(printed name/title)
COLLIERS PROJECT LEADERS USA NE, LLC

(Client)

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DM BERG CONSULTANTS, P.C. – TERMS AND CONDITIONS

SCOPE OF SERVICES: Engineer, as representative of Client, shall perform the Basic Services described in the attached Proposal. Engineer makes no warranty, either expressed or implied, as to Engineer's findings, recommendations, plans, specifications, or professional advice. Engineer will perform the services pursuant to generally accepted standards of practice in effect at the time of performance. Services provided by Engineer under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

If Engineer's Proposal includes the performance of On-Site Observation services, then: Engineer shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of Contractors' work and to determine if the work is proceeding in general accordance with the structural drawings and specifications prepared by Engineer. Client has not retained Engineer to make detailed inspections or to provide exhaustive or continuous project review and observation services. Engineer shall not, during such visits or as a result of any observations of construction, supervise, direct or have control over Contractors' work nor shall Engineer have authority over or responsibility for the equipment, means, methods, techniques, sequences, or procedures of construction selected by Contractors or health and safety precautions and programs incident to the work of Contractors or any failure of Contractors to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractors furnishing and performing their work. Engineer does not guarantee the performance of the construction contract by Contractors and does not assume responsibility for Contractors' failure to furnish and perform their work in accordance with the drawings and specifications.

If Engineer's Proposal includes the Review of Contractors' Submittals, then: Engineer shall review shop drawings, samples, and other data which Contractors are required to submit, but only for the limited purpose of checking for conformance with the structural design concept of the Project and compliance with the information given in the structural drawings and specifications. Such review or other actions shall not extend to accuracy or completeness of details, erection aids, quantities, dimensions, weights or gauges, fabrication processes, coordination with other trades, equipment, means, methods, techniques, sequences or procedures of manufacture (including the design of manufactured products) of construction, or to health and safety precautions and programs incident thereto. Engineer's review or other actions, as described above, shall not constitute approval of an assembly or product of which an item is a component, nor shall it relieve Contractors of (a) their obligations regarding review and approval of any such submittals; and (b) their exclusive responsibility for the equipment, means, methods, sequences, techniques and procedures of construction, including safety of construction. Engineer's review shall be conducted with reasonable promptness while allowing sufficient time in Engineer's judgment to permit adequate review. Engineer shall not be responsible for any deviations from the Contract Documents not highlighted in writing to Engineer from Contractor. Engineer shall not be required to review partial submissions, incomplete submissions, submittals that are grossly incorrect or non-responsive, submittals for which submissions of correlating items have not been received, or submittals not reviewed and approved by Contractor. If a submittal is not duly acceptable after its second submission, the client shall be responsible for all increased costs including, without limitation, for increased professional fees based on rates per our fee schedule.

HAZARDOUS MATERIALS: It is acknowledged by both parties that Engineer's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Engineer or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of Engineer's services, Engineer may, at his option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

OWNERSHIP OF DOCUMENTS: All documents produced by Engineer under this Agreement shall remain the property of Engineer and may not be used by this Client for any other purpose without the written consent of Engineer.

DISPUTE RESOLUTION: Any claims or disputes made during design, construction, or post-construction between Client and Engineer shall be submitted to non-binding mediation.

FEES: Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. 2023 rates are as follows:

Principal; \$240 per hour	Project Engineer; \$160 per hour
Senior Associate; \$210 per hour	Staff Engineer; \$140 per hour
Associate; \$190 per hour	Draftsperson; \$130 per hour
Production Manager; \$160 per hour	Non-Technical; \$50 per hour

REIMBURSABLE EXPENSES: Reimbursable expenses shall be billed at one-point-two (1.2) times Engineer's actual expense. Reimbursable expenses include but are not limited to: reproduction; shipping; photographs; parking; tolls; mileage; hotel; travel; and meals.

CHANGES OR DELAYS: Unless the accompanying Proposal provides otherwise, the proposed fees constitute Engineer's estimate to perform the services required to complete the Project. Required services often are not fully definable in the initial planning; accordingly, developments may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made. An Additional Services Contract will be submitted to Client. No additional services will be performed by Engineer without written authorization from Client.

Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by Client's failure to provide specified facilities, direction, or information, or if Engineer's failure to perform is due to any act of God, labor trouble, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure, or interruption or any other cause beyond the reasonable control of Engineer. Temporary work stoppage caused by any of the above may result in additional cost beyond that outline in the accompanying Proposal.

BILLINGS/PAYMENTS: Invoices for Engineer's services shall be submitted at Engineer's option, either upon completion of such services or on a periodic basis. Invoices are due upon receipt. If the invoice is not paid within thirty (30) days, Engineer may, without waiving any claim or right against Client, and without liability whatsoever to Client, terminate the performance of the service and/or withhold the structural construction control affidavit and/or the final construction control affidavit until the full invoiced payments to date are received. In the event any portion or all of an account remains unpaid 90 days after billing, Client shall pay all costs of collection, including reasonable attorney's fees.

LATE PAYMENTS: Accounts unpaid thirty (30) days after the invoice date may be subject to a monthly service charge of 1.5 percent on the then unpaid balance (18.0 percent true annual rate), at the sole election of Engineer. In the event any portion or all of an account remains unpaid ninety (90) days after billing, Client shall pay all costs of collection, including all reasonable attorney fees.

MUTUAL INDEMNIFICATION: Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless Client, its officers, directors, and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs to the extent caused by Engineer's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Engineer is legally liable.

Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Engineer, its officers, directors, employees, and subconsultants (collectively, Engineer) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors, or consultants or anyone for whom Client is legally liable.

Neither Client nor Engineer shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

CERTIFICATIONS: Engineer shall not be required to execute any document that would result in its certifying, guaranteeing, or warranting the existence of conditions whose existence Engineer cannot ascertain.

TERMINATION OF SERVICES: Either Client or Engineer may terminate this Agreement at any time with or without cause upon giving the other party seven (7) calendar days prior written notice. Client shall within thirty (30) calendar days of termination pay Engineer for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this Agreement.

APPLICABLE LAWS: This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

LIMITATION OF LIABILITY: To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents and subconsultants, and any of them, to Client and anyone claiming by, through or under Client, for any and all claims, losses, costs, or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of Engineer or Engineer's officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total compensation received by Engineer under this Agreement, the total amount of \$50,000 (whichever is greater), or another amount agreed upon when added under Special Conditions.

Exhibit A - Summary of Services

This is an exhibit attached to and made part of the Agreement dated July 17, 2023 between DM Berg Consultants, P.C. (Project Peer Reviewer) and Colliers Project Leaders (Client) for the project known as Consentino Middle School, Haverhill, MA.

The services of the Project Peer Reviewer (PPR) for this proposal include those indicated below. See Agreement for further details.

Basic Services	Included	Not Included	Remarks
I. DESIGN DEVELOPMENT Review design concept as shown on preliminary foundation and framing layout drawings.		x	
II. DESIGN LOAD CRITERIA Review and confirm that the loads used conform with the applicable Code requirements.			
A. Gravity Loads:			
1. Live Loads	x		
2. Dead Loads	x		
3. Special Loads		x	
a. Elevators	x		
b. Cranes		x	
c. Mechanical Equipment	x		
d. Other		x	
B. Lateral Loads:			
1. Wind Loads	x		
2. Seismic Loads	x		
3. Special Loads		x	
a. Elevators	x		
b. Cranes		x	
c. Mechanical Equipment		x	
d. Other		x	
III. LATERAL LOAD RESISTING SYSTEM Identify and categorize type of lateral load resisting systems.	x		
IV. LOAD PATHS Review load paths for gravity and lateral loads from origins to foundations.	x		
V. STRUCTURAL MEMBERS AND ASSEMBLIES Review a representative number of structural elements (columns, beams, bracing, etc.)	x		10% to 20%
VI. REVIEW OF CONNECTIONS Review a representative number of connections (moment connections, framed connections, bracing connections, etc.)			Only those shown by the SER. 10% to 20%
A. Review type of connection for compatibility with design intent (slip critical connections, connections with slotted holes, Type 1. - "rigid frame" construction, Type 2. - "simple framing" constructions, etc.)	x		
B. Review a representative number of connections for structural members and assemblies.	x		

Basic Services	Included	Not Included	Remarks
VII. REVIEW OF FOUNDATION ELEMENTS			
A. Review geotechnical report for confirmation of type of proposed foundation elements.	x		Only when a Geotechnical Report was prepared.
B. Review a representative number of foundation elements for load capacity.	x		10% to 20%
VIII. REVIEW OF SPECIAL REQUIREMENTS Review documents or architectural and other engineering disciplines for potential special load or framing requirements.		x	
IX. REVIEW SPECIFICATIONS Review specifications for implementation of design materials.	x		
X. IDENTIFY POTENTIAL PROBLEMS Review plans and specifications and try to identify any precautions which should be taken during construction to guard against any temporary instabilities. Responsibility under this item shall be to attempt to identify potential problems; not to present solutions. Examples of the intent include, but are not limited to: bracing of masonry wall construction, underpinning sequences, erection sequences, etc.		x	
XI. REPORT			
A. Provide written report of findings to Owner. In order to limit the extent of the written report, the PPR might have fairly frequent contact with the Structural Engineer of Record (SER) to exchange points of view and suggest nominal changes.	x		
B. Meet with the Building Department Official once to review findings.		x	

INFORMATION REQUIRED BY PPR:

1. Geotechnical Report.
2. Contract Drawings and Specifications appropriate for services included.
3. SER calculations as required.

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