

September 8, 2023

Mayor Fiorentini
Haverhill City Hall
4 Summer Street
#100
Haverhill, MA 01830



PROJECT: Haverhill Consentino Middle School
Dore + Whittier Project No.: 21-0818
SUBJECT: Extra Service Request #10
Acoustical Survey

Dear Mayor,

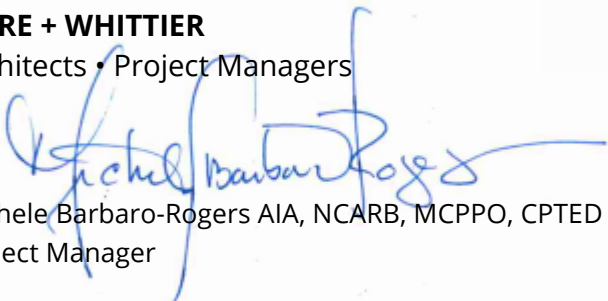
Please accept the following proposal for extra services of five thousand dollars (\$4,000) for Acoustical Survey services to be performed by Acentech Acoustic Engineers. Additionally, these services have a 10% markup fee by D&W for consultant management. For this total scope of work, we propose a total fee of four thousand four hundred dollars (\$4,400.00). This extra service will be invoiced monthly per phase and percent complete following your approval. Please see the attached fee proposal from Acentech for a detailed scope of work.

Acentech	\$ 4,000.00
Sub-total	\$4,000.00
DWA Markup @ 10% per contract	\$ 400.00
TOTAL ESR #10	\$ 4,400.00

All other agreements of the prime contract remain unchanged.

Sincerely,

DORE + WHITTIER
Architects • Project Managers



Michele Barbaro-Rogers AIA, NCARB, MCPPO, CPTED
Project Manager

CC: DW, DAG, LPD, KG, File

Accepted:
Haverhill School District
Mayor Fiorentini
City of Haverhill

Date: _____



September 8, 2023

Michele Barbaro-Rogers
Dore + Whittier
260 Merrimac Street
Building 7, 2nd floor
Newburyport, MA 01950

Email: mrogers@DoreandWhittier.com

Subject: Proposal for Additional Acoustics Consulting Services (Site Noise Survey)
Consentino Middle School
Haverhill, MA
Acentech Proposal No. P634475_AD2

Dear Michele,

Thank you for requesting this proposal for additional Acoustics Consulting services for the Consentino Middle School project. Per D+W's initial request, the Site Noise Survey was not included under our base services. This additional services proposal covers the Site Noise Survey for the Consentino Middle School project in coordination with our ongoing acoustic consulting work for the DD-CA phases. Our scope of work related to the Site Noise Survey will be as follows:

SCOPE OF SERVICES

- 1. Visit the site to install 2-3 long term sound monitors for a period of 7 days in order to log continuous hourly sound levels of ambient noise conditions.
2. Provide a brief memo report summarizing our measurement results and criteria.

CONSULTING FEES / TERMS AND CONDITIONS

We propose to provide the acoustic consulting services described above for a fixed fee of \$4,000 excluding expenses, which we expect to be minimal, in accordance with our previously agreed upon Terms and Conditions.

My colleagues and I are eager to work with you toward a successful outcome on this project. Please contact me if you have any questions or if I can modify the attached proposal to better suit your needs. You can reach me at 617-499-8031 or at rconnick@acentech.com.

Sincerely,

Handwritten signature of Robert Connick

Robert Connick
Principal

CC: Nicole Cuff (Acentech)

Accepted for Dore + Whittier:
Name (Print):
Signature:
Title:
Date:

ACENTECH TERMS AND CONDITIONS

Acentech Incorporated (Acentech) will perform the work (“Services”) specified in the Scope of Services contained in the Proposal to which these Terms and Conditions are attached, in accordance with the following provisions. Unless a superseding agreement with alternative terms and conditions is mutually agreed to, these Terms and Conditions will be in effect from the time that Acentech receives notice to proceed from the Client.

I. SERVICES TO BE PROVIDED; STANDARD OF CARE

Acentech and its Subconsultants will perform the Services with the degree of care and skill ordinarily exercised by similarly situated consultants. Client agrees that the Services will be provided without warranty, express or implied, except as may be stated explicitly in the Proposal. Acentech will exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws, rules, ordinances and other such requirements in effect as of the date of the acceptance of the Proposal.

II. COMPENSATION AND PAYMENT

Client will compensate Acentech on a time-and-materials or fixed price basis as specified in Acentech’s Proposal.

A. Time and Materials

1. Best Efforts: Acentech will use reasonable efforts to complete the Scope of Services within the estimated fees specified in the Proposal. Acentech will not provide the proposed Services beyond the estimated fee without the Client’s authorization for additional funds.
2. Professional Staff: Acentech will furnish the services of its employees at its standard hourly rates at the time Services are provided.
3. Other Services and Costs: Expenses incurred by Acentech required for the completion of the Scope of Services, including travel, meals, supplies and professional services obtained from third parties are reimbursable at cost plus a 10% administrative handling charge. Other services provided, including instrumentation usage and reproductions, will be billed at Acentech’s standard rates. All applicable sales tax, customs and Project-specific insurance premiums will be billed at cost.

B. Fixed Price

1. Services Specified: Acentech will deliver the services specified in the Scope of Services on a fixed price basis billed on a percentage of work completed unless an alternative billing schedule has been accepted. Any Project or phase fully billed at 100% will be considered complete unless otherwise agreed.
2. Reimbursable Expenses: Unless specifically included in the fixed fee, reimbursable expenses including travel, meals, supplies and other professional services obtained from third parties are reimbursable at cost plus a 10% administrative handling charge.

C. Changes in Scope of Services / Additional Services

1. Any services authorized by Client not explicitly included in the Scope of Services within the Acentech Proposal will be considered Additional Services and will be billed on a time and materials basis unless a contract modification or change order has been agreed to by Acentech and Client.
2. Additional Services result from, but are not limited to: a) changes in the Project size, budget or programmed use; b) the Project schedule is significantly delayed; c) changes from the Client requiring redesign of previously completed work; d) Acentech’s design recommendations are not reviewed in a timely manner resulting in additional work; e) any rework required for the Documents or additional services due to design changes; and, f) any other delays beyond Acentech’s control.
3. Document modifications or additional construction administration services requested by Client due to issues beyond Acentech’s control will be considered additional services and will be billed on a time and materials basis as outlined in paragraph B.1.

D. Payments

Invoices are due upon receipt. Client shall be responsible to Acentech for payments, and such obligation shall not be conditioned upon Client’s receipt of payments from the Owner or any other party.

III. INSTRUMENTS OF SERVICE / OWNERSHIP OF DOCUMENTS

- A. Acentech shall be deemed the author and owner of all Instruments of Service, including drawings, reports and specifications, and shall retain all common law, statutory and other rights, including copyrights in such Instruments of Service, subject only to a limited, non-exclusive, non-transferable license to use the Instruments of Service solely in connection with the Project. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication.

- B. The Client agrees not to use or distribute the Instruments of Services for future additions or alterations to this Project or any other project(s), and agrees not to make changes or modifications to such Instruments, without Acentech's express written consent. Acentech reserves the right to seek remedies for unauthorized use of Acentech documents.
- C. Unauthorized use or modification of the Documents by the Client will be at the Client's sole risk and without liability to Acentech or its Subconsultants. Client shall defend, indemnify, and hold harmless Acentech from and against any and all losses, claims, demands, liabilities, suits, actions, damages and expenses (including reasonable attorney's fees) arising out of or resulting from such unauthorized use or modification, including any expenses incurred by Acentech to enforce its rights hereunder.

IV. PUBLICITY

Acentech may publish its role in the Project unless otherwise directed by the Client.

V. INSURANCE AND LIMITATIONS OF LIABILITY

- A. Acentech will furnish appropriate insurance certificates for general and professional liability upon request.
- B. Acentech and the Client waive consequential damages, including but not limited to, damages for loss of profits, loss of revenue and loss of business, loss of business opportunities, for claims, disputes or other matters in question arising out of or relating to this Agreement. The Client agrees that Acentech's total aggregate liability to the Client or any third party for any and all injuries, claims, losses, expenses, or damages including reasonable attorney's fees, arising out of or in any way related to the Project or this Agreement from any cause or causes, including, but not limited to, ACENTECH'S AND/OR SUBCONSULTANTS' NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT, SHALL NOT EXCEED THE GREATER OF \$25,000 OR TWO TIMES THE FOR THE SERVICES PROVIDED BY ACENTECH UNDER THIS AGREEMENT.
- C. Acentech and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability or cost (including reasonable attorney's fees and defense costs) to the extent caused by their own negligent acts, errors or omissions and those of anyone for whom they are legally liable and arising from the Project that is the subject of this Agreement and due to their failure to perform their obligations hereunder.
- D. Acentech shall not be in default of its obligations to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, delays in delivery by vendors, and strikes or other labor disturbances.

VI. TERMINATION

Either party may terminate this Agreement in whole or in part at any time by written notice to the other; such notice is effective upon receipt. In the event of a termination initiated by the Client, Acentech shall be compensated in accordance with this Agreement for the services rendered and expenses incurred or committed to up to the effective date of notice of termination. The provisions of this Agreement that contemplate surviving the expiration or termination of this Agreement and the Services shall survive the completion of the Services and/or termination or expiration of this Agreement.

VII. GENERAL

- A. **Agreement**

The Agreement between the parties consists solely of the Proposal and these Terms and Conditions and represents the entire agreement between the parties with respect to the Services and supersedes all prior agreements.
- B. **Governing Law**

The substantive laws of the Commonwealth of Massachusetts shall govern any disputes between Acentech and the Client arising out of the interpretation and performance of this Agreement.
- C. **Mediation**

Acentech and the Client agree that any disputes arising under this Agreement and the performance thereof shall be subject to nonbinding mediation as a prerequisite for further legal proceedings.
- D. **Certification**

Acentech shall not be required to sign any documents that would result in Acentech's having to certify, guaranty or warrant the existence of conditions that would require knowledge, services or responsibilities beyond the proposed Scope of Services.
- E. **Relationship of Parties**

In furnishing the Services, Acentech is acting as an independent contractor. The Parties do not intend to create a contract of agency, a joint venture or a partnership of any type. Acentech is not an agent of Client and has no authority to represent Client as to any matters, except as expressly authorized in the Agreement.