

ATTACHMENT F

CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. 002

WHEREAS, the Town of Braintree, One John F. Kennedy Memorial Drive, Braintree, MA 02184 ("Owner") and Miller Dyer Spears Architects, 99 Chauncy Street, Boston, MA 02111, (the "Designer") (collectively, the "Parties") entered into a Contract for Designer Services for the Braintree South Middle School Project (Project Number 201600400310) at the Braintree South Middle School on March 9, 2018 "Contract"; and

WHEREAS, effective as of July 9, 2019, the Parties wish to 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 services for the Design Development Phase of the Project, pursuant to the terms and conditions set forth in the Contract, as amended by the attached Scope of Services associated with the attached Sections 7.5 through 7.9 of MSBA Standard Contract.
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: Amendment	Original Contract	After this
Feasibility Study Phase	\$ 254,686.00	\$ 254,686.00
Schematic Design Phase	\$ 370,592.00	\$ 370,592.00
Design Development Phase	\$ 0.00	<u>\$ 1,345,334.00</u>
Construction Document Phase	\$ 0.00	\$ 0.00
Bidding Phase	\$ 0.00	\$ 0.00
Construction Phase	\$ 0.00	\$ 0.00
Completion Phase	\$ 0.00	\$ 0.00
Total Fee	<u>\$ 625,278.00</u>	<u>\$ 1,970,612.00</u>

DD not yet paid

Extra Services:

Site Surveyor – Topographical Survey	\$ 19,300.00	\$ 19,300.00
Geotechnical Evaluation	\$ 12,500.00	\$ 12,500.00
GeoEnvironmental Evaluation	\$ 2,500.00	\$ 2,500.00
Traffic Study	\$ 17,500.00	\$ 17,500.00

HazMat Survey, Testing & Report	\$ 13,500.00	\$ 13,500.00
Building Performance Integration - Building Envelope	\$ 29,000.00	\$ 29,000.00
Amendment #01 – Survey Extension	\$ 10,000.00	\$ 10,000.00
Amendment #01 - Supplemental Geotechnical Borings for Preferred Solution	\$ 7,935.00	\$ 7,935.00
Amendment #02 – Supplemental GeoTech Test Pits, Borings, Soils Evaluation, Report & Design Phase Document Coordination	\$ 0.00	\$ 44,445.00
Amendment #02 – GeoEnvironmental Soils Testing and Characteristics Report	\$ 0.00	\$ 9,500.00
Amendment #02 – Survey Boundary Retracement & Building Staking	\$ 0.00	\$ 21,750.00
Amendment #02 – FF&E Procurement	\$ 0.00	\$ 8,200.00
Amendment #02 – Technology Procurement	\$ 0.00	\$ 9,000.00

Amend #2 Charges for work completed as part of DD that have not been paid.

TOTAL FEE \$ 737,513.00 \$ 2,175,742.00

PAID TO DATE

TOTAL CHARGES TO DATE

This Amendment is a result of: the need to expand the previously-executed Contract for Designer Services to include the Design Development Phase ONLY Scope of Services associated with the attached Sections 7.5 through 7.9 of MSBA Standard Contract based on MSBA Project grant authorization. This Amendment #02 also includes Extra Services as itemized above to provide observations and technical documentation required to execute continued design services for Design Development Phase for the new South Middle School.

3. The Construction Budget shall be as follows:

Original Budget:	\$ N/A
Amended Budget	\$ 69,181,416.00

AMT DUE =
2,175,742
(737,513)
1,438,229

4. The Project Schedule for Design Development Phase shall be as follows:

Original Schedule Completion:	January 31, 2020
Amended Schedule Completion:	January 31, 2020

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.

VENDOR

FOR THE TOWN OF BRAINTREE

William Spears, Principal

Joseph C. Sullivan, Mayor

Date: _____

Date: _____

Joseph H. Reynolds
Chief of Staff & Operations

Approved as to Form:

Recommended by:

Nicole Taub/John J. Goldrosen
Town Solicitor

Frank Hackett, Ed. D.
Superintendent of School

Approved as to Available Funds:

Mark Lin, Town Accountant

Account No. _____

Purchase Order No.: _____