

ATTACHMENT F

CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. 1

WHEREAS, the City of Lowell ("Owner") and Perkins Eastman | DPC, (the "Designer") (collectively, the "Parties") entered into a Contract for Designer Services for the Lowell High School Project (Project Number 201401600505) on 8/11/2016 the "Contract"; and

WHEREAS, the parties agreed to Amendment No. 1 to the Contract in the amount of \$144,067 effective as of October 3, 2016, 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 additional services pursuant to Article 8 of the Contract and as specified in Section 4.11 to provide **Due Diligence Site Services** for required Geotechnical, Traffic, Hazmat, Geo-environmental and Site Property Survey as described necessary to complete the Feasibility Study Phase.

Proposed Additional Fee:		\$144,067.00
Geotechnical	Geotechnical Partnership	\$ 38,137.00
Traffic	Bryant Associates	\$ 19,800.00
Hazmat	Universal Environmental	\$ 19,030.00
Nobis	Geo-environmental Phase 1	\$ 4,400.00
Site Property Survey	Nitsch Engineering	\$ 62,700.00

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	After this Amendment
Feasibility Study Phase	\$ <u>689,850.00</u>	\$ <u>833,917.00</u>
Schematic Design Phase	\$ <u>405,150.00</u>	\$ <u>405,150.00</u>
Design Development Phase	\$ _____	\$ _____
Construction Document Phase	\$ _____	\$ _____
Bidding Phase	\$ _____	\$ _____
Construction Phase	\$ _____	\$ _____
Completion Phase	\$ _____	\$ _____
Total Fee	\$ <u>1,095,000.00</u>	\$ <u>1,239,067.00</u>

This Amendment is a result of: Request by Owner for Site Due Diligence services

3. The Construction Budget shall be as follows:

Original Budget: \$ N/A

Amended Budget \$ N/A

4. The Project Schedule shall be as follows:

Original Schedule: \$ N/A

Amended Schedule \$ N/A

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

Kevin Murphy

(print name)

City Manager

(print title)

By 

(signature)

Date 10/3/2016

DESIGNER

J. David Hogle

(print name)

President

(print title)

By 

(signature)

Date 10/3/2016

August 24, 2016

Mr. Kevin J. Murphy
City Manager
City of Lowell
375 Merrimack Street
Lowell, MA 01852

Re: Geotechnical Engineering Proposal for Lowell High School, Lowell MA

Dear Mr. Murphy,

As part of our contract with the City, Perkins Eastman | DPC has been requested to retain the Geotechnical consultant to provide the Geotechnical Engineering due diligence for the Lowell High School per section 4.1.1 of the contract. Perkins Eastman | DPC is willing to retain Geotechnical Partnership, Inc. for this work. The scope of Geotechnical Partnership, Inc, services is set forth in the attached proposal dated July 16, 2016.

The amount of this agreement is \$38,137.00. We will bill for these services as a reimbursable expense under 9.1.1 of our contract.

Geotechnical Partnership, Inc.:	\$34,670.00
X 10%	<u>\$ 3,467.00</u>
Total	\$38,137.00

To authorize these services we ask that an authorized agent of the City sign below and return one copy to us as authorization to proceed.

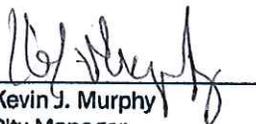
We look forward to working with you to complete this significant project. Please contact me with any questions or comments.

Sincerely,

PERKINS EASTMAN / DPC

CITY OF LOWELL


Joseph Drown, AIA
Principal


Kevin J. Murphy
City Manager

-
- New York
- Boston
- Charlotte
- Chicago
- Dallas
- Los Angeles
- Pittsburgh
- San Francisco
- Stamford
- Washington DC
- Toronto
- Shanghai
- Guayaquil
- Mumbai
- Dubai

Perkins Eastman
Architects DPC
50 Franklin Street
Suite 203
Boston, Massachusetts 02110
t. 617 449 4000
www.perkinseastman.com

CC:

Mary Ann Williams – OPM / Skanska

Geotechnical Partnership, Inc.



Since 1987

Geotechnical Engineering Services for New England

Lisa R. Casselli, PE Principal - A WBE Firm

**Subsurface Exploration
Foundation Specialty Systems**

**Laboratory Soil Testing
Ground Improvement**

**Geothermal Testing
Earthwork Testing**

SHORT FORM PROPOSAL FOR GEOTECHNICAL SERVICES:

TO: Joseph Drown, AIA – Perkins Eastman/DPC
FROM: Lisa R. Casselli, PE – Geotechnical Partnership, Inc.
PROJECT: Lowell High School Lowell, Massachusetts

DATE: 16 July 2016
FILE NO.: 1628

Feasibility Phase Review of Five Sites: 3 new buildings, 2 new pedestrian bridges

1. Possible subsurface background:
 - a. Soils and Bedrock: likely glacial fluvial and glacial till soils over bedrock
 - b. Water: water levels likely within 10 ft. of ground surface
2. New subsurface explorations:
 - a. Drill nine (9) soil borings at the 5 sites to up to 32 ft. depth; core up to 10 ft. of bedrock
 - b. Groundwater monitoring wells: install three (3) wells
3. Laboratory soil testing: none this phase
4. New structures: Field House, Freshman Academy, Media Center & Café, Pedestrian Bridges (2)
5. Feasibility Phase Work Plan:
 - a. Gather subsoil, groundwater, and subsurface strength data for a site feasibility summary report.
 - b. Provide data summary for the 5 sites in a report as follows: test boring logs, summary table of subsoil data, summary table of groundwater data, summary table of likely foundation alternatives, drainage and waterproofing requirements, earthwork phase construction considerations
6. Fees:
 - a. Utility clearance research and test boring mark-out by Driller with Facilities personnel on each site = \$600
 - b. Test borings:
 - i. ATV drill rig with auto hammer; 2 man crew @ \$1960 + \$710 (Prevailing Wage)/day x 3 days = \$10,680
 - ii. Pavement patching: 4 bags bitumen x \$25/bag = \$100
 - iii. Rock Coring: \$35/ft. x 10 ft. = \$350
 - iv. Groundwater Monitoring Wells: 3 wells with roadway boxes x \$400/well = \$1200
 - c. Massachusetts Licensed Geotechnical Engineer (35 years' experience):
 - i. Test boring monitoring, digital logging and testing: 3 days x \$1500/day = \$4,500
 - ii. Geotechnical report (lump sum) as detailed in item 5 above = \$3,500

Feasibility Phase Fees = \$600 + 10,680 + 100 + 350 + 1200 + 4,500 + 3,500 = \$20,930

Design Phase Review: 3 new buildings, 2 new pedestrian bridges

1. New subsurface explorations:
 - a. Drill 7 supplemental borings to 32 ft. depth or top of bedrock to complete exploration of the 5 sites
 - b. Added groundwater monitoring wells likely will not be necessary
2. Laboratory soil testing: bulk soil particle gradation tests on potentially re-usable existing soils
3. Design Phase Work plan: as a supplement to our Feasibility Phase Review
 - a. Gather subsoil, groundwater, and subsurface strength data for a final design report.
 - b. In accord with current MA Building Code provide data summary, calculations, analysis, and engineering report with recommendations
 - c. Typical geotechnical report topics as per MA Building Code and good engineering practice: (1) detailed subsoil description (boring logs, record photos and subsoil profile drawing(s)); (2) design groundwater level; hydraulic conductivity values; (3) seismic issues (site class, site coefficients, liquefaction);

45 New Ocean Street – Suite A
Swampscott, MA 01907
Tel. 781/646-6982

805 Main Street
Sanford, ME 04073
Tel. 207/459-7800

- a. (4) foundation system alternatives (e.g. conventional shallow, drilled piers or mini piles; end bearing or friction piles, or ground improvement); design values (e.g. if conventional shallow: settlement predictions, design net allowable bearing pressure); (5) slab (if grade slabs) design considerations (subgrade modulus) (6) drainage and waterproofing; (7) construction considerations (shoring; construction dewatering; cold weather) and (8) other engineering topics as applicable.
2. **Fees:**
- a. Site utility clearance and test boring mark-out with Facilities personnel on-site = \$300
 - b. Test borings:
 - i. ATV mounted drill rig; 2 man crew @[\$1960 + \$710 (Prevailing Wage)]/day x 2 days = \$5340
 - ii. Pavement patching = \$100
 - c. Laboratory Soil Testing: 10 soil particle gradation tests x \$100/test = \$1000
 - d. Massachusetts Licensed Geotechnical Engineer (35 years' experience):
 - i. Test boring monitoring, digital logging and testing: 2 days x \$1500/day = \$3000
 - ii. Geotechnical report (lump sum) as detailed above = \$4,000

Design Phase Fees = \$300 + 5340 + 100 + 1000 + 3000 + 4000 = \$13,740

About Geotechnical Partnership, Inc.:

1. Our reports are unusual as they contain plots, sketches, equations, photos and tables to illustrate geotechnical issues and recommendations. These features are atypical in MA geotechnical reports.
2. Geotechnical engineer (Lisa R. Casselli, PE) will do the field work, analyze the field data and create the geotechnical reports for this project. She is an MIT geotechnical/civil engineering graduate (SB; SM) and has 35 years geotechnical experience with over 2500 projects completed.
3. Geotechnical Partnership, Inc. is a SDO certified Massachusetts WBE corporation.
4. Geotechnical Partnership, Inc. is fully insured: E&O; General Liability; Auto Liability; Worker's Comp.
5. Computer resources: Settle3D (shallow foundations); PDI 2007 (piles); HellicAP (helicals); LPILE (piles)

Perkins Eastman | DPC

Creativity
Humanity
Purpose

August 24, 2016

Mr. Kevin J. Murphy
City Manager
City of Lowell
375 Merrimack Street
Lowell, MA 01852

Re: Traffic Study Proposal for Lowell High School, Lowell MA

Dear Mr. Murphy,

As part of our contract with the City, Perkins Eastman | DPC has been requested to retain the Traffic Engineering consultant to provide the traffic impact analysis for the Lowell High School per section 4.11 of the contract. Perkins Eastman | DPC is willing to retain Bryant Associates. for this work. The scope of Bryant Associates services is set forth in the attached proposal dated July 20, 2016.

The amount of this agreement is \$19,800.00. We will bill for these services as a reimbursable expense under 9.1.1 of our contract.

Bryant Associates:	\$18,000.00
X 10%	<u>\$ 1,800.00</u>
Total	\$19,800.00

To authorize these services we ask that an authorized agent of the City sign below and return one copy to us as authorization to proceed.

We look forward to working with you to complete this significant project. Please contact me with any questions or comments.

Sincerely,

PERKINS EASTMAN / DPC

CITY OF LOWELL



Joseph Drown, AIA
Principal



Kevin J. Murphy
City Manager

New York
Boston
Charlotte
Chicago
Dallas
Los Angeles
Pittsburgh
San Francisco
Stamford
Washington DC
Toronto
Shanghai
Guayaquil
Mumbai
Dubai

CC:

Mary Ann Williams - OPM / Skanska

Perkins Eastman
Architects DPC
50 Franklin Street
Suite 203
Boston, Massachusetts 02110
t. 617 449 4000
www.perkinseastman.com



640 George Washington Hwy
Building C, Suite 100
Lincoln, RI 02865
401.722.7660

www.bryant-engrs.com

July 20, 2016
BAI #M16049MA

Mr. Joseph Drown, AIA
Principal
Perkins Eastman
50 Franklin Street, Suite 203
Boston, MA 02110

REFERENCE: *Traffic Impact Analysis*
Lowell High School
Lowell, MA

Dear Mr. Drown:

In response to your request, we are pleased to have this opportunity to submit this Proposal and Agreement for Professional Services for the above-referenced project. Outlined herein are the description of your project, our Scope of Services, the method and basis of compensation for our services, and the terms and conditions of the agreement.

PROJECT DESCRIPTION

The City of Lowell is proposing to renovate/replace the existing Lowell High School buildings on parcels of land in the downtown area. As part of the review process with the City of Lowell, a traffic impact analysis of this school project will be required.

SCOPE OF SERVICES

Bryant Associates, Inc. (Bryant) will examine the site and traffic operations in the vicinity of the site and will prepare an analysis of the impacts to highway safety and capacity of the proposed school project. The on-site traffic circulation will also be reviewed for conformance with the City's ordinances and with accepted traffic engineering principles.

Basic Services

Task 1 – Traffic Impact Analysis

1. **Data Collection and Review:** Plans for the proposed development, as well as for the existing roadways and intersections in the area, will be acquired and reviewed. Traffic turning movement counts will be undertaken on a weekday from 6:00 A.M. to 10:00 A.M. and from 2:00 P.M. to 6:00 P.M. at the intersections of:
 - Father Morissette Boulevard, Arcand Drive, and Martin Luther King Jr Way;
 - Father Morissette Boulevard and mid-block crosswalk in front of the Lowell High School;
 - French Street and Kirk Street;
 - Merrimack Street and Kirk Street;

- Merrimack Street, Moody Street, and Dutton Street; and
- Merrimack Street and Worthen Street.

If it is determined that additional intersections or locations will require traffic turning movement counts (or traffic volumes using road tubes) due to existing or proposed traffic patterns, it will be accomplished by supplemental agreement.

In addition, traffic speed data at three (3) locations in the vicinity of the site will be obtained. If it is determined that additional locations will require traffic speed data due to existing or proposed conditions, it will be accomplished by supplemental agreement.

Traffic crash data for a three-year period in the vicinity of the site will be acquired from the Lowell Police Department.

2. Field Review: Information, including roadway widths and geometry, existing traffic control devices, utility locations, existing sight distances, traffic operations, and other pertinent data, will be obtained from a field review of the site and surrounding roadways and intersections.
3. Analysis: An analysis of the impacts to safety and traffic capacity of the operation of the proposed high school development will be undertaken. Based on the analysis, preliminary recommendations for location and design of access driveways to the school as well as site circulation and any proposed parking will be included. This proposal is only for the evaluation of one proposed alternative at the existing high school site. Any additional analysis for other alternatives will be by supplemental agreement.

The speed data obtained in the field will be analyzed to determine the 85th percentile speed of existing traffic. The adequacy of the sight distance at intersections with any proposed school access driveway(s) will be determined. Crash data will be reviewed to determine the existence of any unsafe conditions that might be worsened by additional traffic from the high school project.

The number and distribution of vehicle trips to be anticipated from the development will be analyzed. Existing and projected levels of service (LOS) will be calculated for the following intersections:

- Father Morissette Boulevard, Arcand Drive, and Martin Luther King Jr Way;
- Father Morissette Boulevard and mid-block crosswalk in front of the Lowell High School;
- French Street and Kirk Street;
- Merrimack Street and Kirk Street;
- Merrimack Street, Moody Street, and Dutton Street; and
- Merrimack Street and Worthen Street.

4. Response to Comments: Bryant will review and respond in writing to owner or peer review comments, at the feasibility and schematic design phases.

Supplemental Services

Task 2 – Site Plan Review and Analysis – Feasibility Phase

1. Bryant will review and comment on Perkins Eastman's site plan options for the proposed high school complex for site circulation, parking and site access during the feasibility phase of the project.

Task 3 – Site Plan Review and Analysis – Schematic Design Phase

1. Bryant will review and comment on Perkins Eastman's site plan options for the proposed high school complex for site circulation, parking and site access during the schematic design phase of the project.

Task 4 – Meetings

1. Bryant traffic engineering staff will attend two (2) public hearings in Lowell, Massachusetts.

DELIVERABLE

Report: An 8½" x 11" bound report will be prepared describing the data collection, analysis, and conclusions and recommendations resulting from the analysis of the proposed development.

Outside Services

Traffic counts and traffic speed data will be acquired by Transportation Data Corporation (TDC).

Additional Services

Additional services shall include, but not be limited to, attendance at meetings with Perkins Eastman and/or attendance at meetings with attorneys, municipal agencies, departments, or public boards (other than the two (2) meetings described under Task 4), as well as out-of-pocket expenses such as printing costs other than expenses within Tasks 1, 2, 3 and 4 below.

SERVICES PROVIDED BY PERKINS EASTMAN

Perkins Eastman will supply available pertinent data including site plans, assessor's maps, historic information regarding existing traffic operations, etc.

PERIOD OF SERVICE

The time period for performance of the services as set forth in the Scope of Services shall be forty-two (42) days from receipt of a written Authorization to Proceed. Additional services may naturally add to the time required to complete the work on the project. Bryant Associates will be entitled to an equitable adjustment in the Period of Service as a result of services added.



BASIS OF COMPENSATION

Task 1

Perkins Eastman shall pay Bryant Associates for basic services rendered, as described above, a lump sum fee in the amount of Thirteen Thousand Dollars and Zero Cents (\$13,000.00). If it is determined that additional intersections or locations will need to be analyzed, this additional work will be accomplished by supplemental agreement.

Task 2

Perkins Eastman shall pay Bryant Associates for supplemental feasibility site plan review services as described above, a lump sum fee in the amount of One Thousand One Hundred Fifty Dollars and Zero Cents (\$1,150.00).

Task 3

Perkins Eastman shall pay Bryant Associates for supplemental schematic site plan review services as described above, a lump sum fee in the amount of One Thousand One Hundred Fifty Dollars and Zero Cents (\$1,150.00).

Task 4

Perkins Eastman shall pay Bryant Associates for supplemental attendance at meetings as described above, a lump sum fee in the amount of Two Thousand Seven Hundred Dollars and Zero Cents (\$2,700.00). It is anticipated that approximately eighteen (18) man-hours will be required for preparation, attendance and expert testimony at public meetings and follow-up response as necessary.

Perkins Eastman shall pay Bryant Associates for additional services rendered (other than attendance at public meetings not included in Task 4) an amount based upon accrued time for services rendered by principals and employees assigned to the project. Attendance at project meetings and meetings before public boards or agencies (not included in Task 4) shall be compensated at a rate of \$210.00 per manhour.

Bryant Associates reserves the right to renegotiate or adjust the fee accordingly if our Proposal for Services is not accepted within a 90-day period.

This represents our best judgment at this time as to the effort required to achieve the stated objectives. It should be recognized that, should you change the Scope of Services or corresponding level of effort upon which the proposal is based, an increase in charges may result. You will be notified of any change regarding an increase in charges, and we will not exceed the recommended budget without your approval, nor will we be required to work beyond the approved budget.



Mr. Joseph Drown, AIA
July 20, 2016
Page 5 of 5

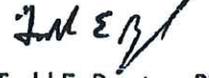
ACCEPTANCE

This proposal may be accepted by signing in the appropriate space on the bottom of the page and on Page 2 of the attached Bryant Standard Terms and Conditions and returning one copy of each to us. Your signing of this letter constitutes your acceptance of all paragraphs included. Please do not hesitate to consult with us concerning any questions about this Agreement.

Thank you for the opportunity to submit this proposal. If you have any questions, please do not hesitate to contact me at (401) 834-1063 or tbrayton@bryant-engrs.com.

Very truly yours,

BRYANT ASSOCIATES, INC.



Todd E. Brayton, PE
Director of Operations – RI
Transportation Director

TEB:erl
Attachment: *Bryant Standard Terms & Conditions*

This Proposal for Services is hereby accepted and executed by a duly authorized signatory who, by execution hereof, warrants that he/she has full authority to act for, in the name of, and on behalf of Perkins Eastman

AGREED TO BY: PERKINS EASTMAN

By: _____ Date: _____



Bryant Associates, Inc. ("Bryant")
Standard Terms and Conditions for Agreement to Provide Professional Services

1. **AUTHORIZATION TO PROCEED.** Execution of the Proposal to which these Terms and Conditions are attached as Exhibit A shall be construed to be an Agreement between Client and Bryant with regard to the performance of professional engineering consulting services and shall be deemed authorization by Client for Bryant to proceed with such services.

2. **PROFESSIONAL STANDARDS.** Bryant shall perform its professional services consistent with the prevailing standard of care for reputable professionals performing the same or similar services in the same geographic area. Bryant makes no warranty or guarantee, expressed or implied, with respect to any of its work or services performed under the Agreement.

3. **ADDITIONAL SERVICES.** The Client may request changes to the scope of Bryant's services. Services in addition to those specified in Proposal or other written statement of work will be provided by Bryant if the scope of additional services and the fee are authorized in writing by Client prior to the commencement of services. In the absence of an express agreement about compensation, Bryant shall be entitled to an equitable adjustment to its fee for performing additional services.

4. **REIMBURSABLE EXPENSES.** Bryant's reimbursable expenses shall be those costs incurred by Bryant in the course of performance of services, including but not limited to necessary testing and laboratory tests and analyses, transportation costs including mileage, meals and lodging, computer services, long distance telephone, postage, shipping, equipment usage and rental fees, and printing and binding charges. Reimbursement for these expenses shall be on the basis of actual charges plus ten (10) percent. Travel time shall be billable to the project at 1.0 times the applicable standard hourly billing rate.

5. **PAYMENT AND INTEREST.** Client shall pay Bryant the fee set forth in the Agreement. Monthly invoices will be issued by Bryant for all services performed. Invoices are due and payable within thirty (30) days. Client agrees to pay interest at the rate of 1.5% per month on all past-due amounts.

6. **SALES TAX.** Client shall pay to Bryant the amount of any applicable sales, use, excise, or other taxes charged to Bryant in connection with its performance of services (other than any general income tax payable by Bryant with respect thereto) as the same may be levied, imposed or assessed by any federal, state, county or municipal government entity.

7. **CLIENT INFORMATION.** Client shall furnish to Bryant documents and information reasonably within Client's possession or control and deemed necessary by Bryant for the proper performance of its services. Unless otherwise expressly set forth in the Agreement, Bryant shall be entitled to rely upon Client-furnished documents and information in performing its services and Bryant assumes no responsibility or liability for their accuracy or completeness.

8. **HAZARDOUS CONDITIONS.** Client shall advise Bryant, no later than the earlier of the date Bryant commences services or when such information becomes known to Client, of any hazardous environmental, structural, or other conditions or substances known, suspected, or that reasonably should be known or suspected by Client existing in, on, or near the site where Bryant's services are to be performed.

9. **CONSULTANT/VENDOR SERVICES.** When technical, professional, or other services are furnished by a consultant or

vendor to Bryant, an additional sum equal to ten (10) percent shall be added to Bryant's direct cost of these services for Bryant's administrative and coordination costs.

10. **INSURANCE.** Bryant maintains customary worker's compensation, commercial general liability, auto, excess/umbrella liability, and practice professional liability policies. Certificates of insurance will be provided to Client upon written request.

11. **INDEMNIFICATION.** Bryant shall indemnify, defend, and hold harmless the Client from and against all claims, damages, losses and expenses arising from personal injury (including sickness, disease or death) or property damage to the extent that such claims, damages, losses and expenses arise from Bryant's negligence or fault during the performance of its services under this Agreement.

12. **LIMITATION OF LIABILITY.** The total aggregate liability of Bryant arising out of the negligent performance of professional services or breach of this Agreement shall not exceed the compensation paid to Bryant hereunder or Twenty-Five Thousand Dollars, whichever is lower. Notwithstanding any other provision of this Agreement, Bryant shall have no liability to the Client for contingent, consequential, or other indirect damages including, without limitation, damages for loss of use, business opportunity, revenue, or profit; operating costs or facility downtime, regardless of how such losses may be caused. The limitations and exclusions of liability set forth in this section shall survive termination of this Agreement and shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability, or otherwise of Bryant or any person or entity for which Bryant may be legally responsible.

13. **DISPUTE RESOLUTION.** All disputes arising out of this Agreement shall be mediated by the parties in Boston, Massachusetts within a reasonable time (not to exceed 60 days) after a request for mediation is made by either party. The parties shall share equally the mediator's fee. Mediation shall be a condition precedent to the Client filing suit in a court of competent jurisdiction. State or federal court sitting in Boston, Massachusetts shall be the exclusive venue for all litigation arising under this Agreement. This Agreement shall be deemed made in, and in all respects interpreted, construed, and governed by the laws of the Commonwealth of Massachusetts.

14. **COST ESTIMATES.** Construction cost estimates provided by Bryant, if any, will be on the basis of experience and professional judgment. Since Bryant has no control over market conditions or bidding procedures, Bryant does represent that bids or ultimate construction costs will not vary from cost estimates provided.

15. **SUSPENSION OR TERMINATION OF SERVICES.** Without limiting any other remedy that may be available, Bryant may suspend or terminate its services by giving written notice to Client if Client fails to timely pay invoices or fails to perform its other obligations hereunder. Bryant's right to suspend or terminate this Agreement shall not be deemed to be waived by Bryant's continued performance of services during any period of investigation or dispute resolution. Client may terminate the Agreement upon not less than fifteen (15) days prior written notice in the event of Bryant's substantial failure to fulfill its obligations under the Agreement through no fault of the Client. In the event of suspension or termination by either party, Bryant

Bryant Associates, Inc. ("Bryant")
Standard Terms and Conditions for Agreement to Provide Professional Services

shall be compensated for all services, costs, and expenses incurred through the effective date of termination as well as any other nonrefundable amounts committed on behalf of, or for the benefit of, the Client.

16. INVOLVEMENT IN LEGAL PROCEEDINGS. In the event legal action is initiated by Bryant to enforce any of its rights or remedies hereunder, including but not limited to collection of fees, costs, or expenses due and owing to Bryant under this Agreement, Client shall reimburse Bryant for its reasonable attorneys' fees and costs incurred in connection therewith.

17. CONSTRUCTION PHASE SERVICES. If this Agreement includes the furnishing of any services during the construction phase of a project, the following terms will apply. If Bryant is called upon to observe the work of Client's construction contractor for the detection of defects or deficiencies in such work, Bryant will not bear any responsibility or liability to the Client, the contractor, or any third party for such construction defects or deficiencies or for the failure by Bryant to detect same. Bryant will not make inspections or reviews of safety programs or procedures of the construction contractor, and shall not review their work for the purpose of ensuring their compliance with safety laws, regulations, or standards. If Bryant is called upon to review submittals from construction contractors, Bryant shall review and approve or take other appropriate action upon such submittals as shop drawings, product data, and samples, but only for the limited purpose of checking for conformance with information given on, and design concept expressed in, design documents prepared by Bryant. Bryant shall have no influence over, or responsibility for, the construction means, methods, techniques, sequences or procedures.

18. SERVICES RELATED TO LEGAL ACTIONS. In the event Bryant is required to respond to a subpoena, government inquiry, or other legal process related to the services in connection with a proceeding to which Bryant is not a party, Client shall reimburse Bryant for its costs and compensate Bryant at its standard rates for time necessitated gathering documents and information. Client shall compensate Bryant at the rate of 1.5 times the applicable hourly billing rates for any time spent in, or preparing for, deposition, hearing, proceeding, or trial.

19. SEVERABILITY. In the event any one or more of the provisions contained herein shall be held illegal by a court of competent jurisdiction, the enforceability of the remaining provisions contained herein shall not be impaired and remain in full force and effect. The parties shall cooperate in good faith to amend the Agreement to replace any invalidated terms in a manner consistent with their original intent.

20. FORCE MAJEURE. Any delays in or failure of performance by Bryant shall not constitute breach hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Bryant. In the event of force majeure, Bryant shall be entitled to a reasonable extension of time for performance of its services and an equitable adjustment to its fee.

21. CONFIDENTIAL INFORMATION. All documents provided by Client and identified to Bryant as confidential shall be treated as confidential material. All inventions, techniques, and improvements held by Bryant to be proprietary or trade secrets of Bryant prior to any use on behalf of Client, as well as all inventions, techniques and improvements developed by Bryant independent of the services rendered to Client under the Agreement shall remain the property of Bryant.

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22. ELECTRONIC MEDIA. At the request of the Client, Bryant may deliver work product to Client or to third parties in electronic form. Such electronic data shall be for convenience only and Bryant does not warrant or represent the authenticity, completeness, or integrity of any electronic transmissions or media. Client and each of Client's other consultants and contractors shall rely solely on hard-copy record documents prepared by Bryant and Client agrees to waive any and all claims against Bryant, and agrees to indemnify, defend, and hold harmless Bryant from any and all claims, damages, losses and expenses, arising from reliance or subsequent modification of electronic documents provided by Bryant. In the event Bryant prepares, as part of its scope of services, electronic databases, GIS data, BIM data, or similar electronic information, Client acknowledges that Bryant shall have no liability for modifications of such deliverables subsequent to their delivery to Client.

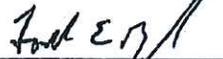
23. SUBSURFACE CONDITIONS. Bryant shall have no liability for discovery or presence of unknown subsurface conditions at the Project site and shall be entitled to rely on all geotechnical and environmental reports or information supplied by Client. In the event that adverse subsurface conditions impact Bryant's cost or time of performance of its services, Bryant shall be entitled to an equitable adjustment to its fee and/or an extension of the time.

24. THIRD PARTY RIGHTS. Bryant's services performed under this Agreement are solely for the benefit of Client and no other person or entity shall have any claim against Bryant on account of this Agreement or the performance or non-performance of services by Bryant.

25. ENTIRE AGREEMENT. The Agreement, consisting of the Proposal or other written statement of services and these Terms and Conditions, represents the entire agreement between Client and Bryant. The Agreement may be modified only by written amendment executed by duly authorized representatives of the parties. Any modification to the Agreement without the written consent of Bryant shall not be binding on Bryant. In no event shall the terms of any purchase order, work order, or any other document prepared by Client, even if signed or acknowledged by Bryant, be deemed to modify or amend this Agreement or be binding on Bryant.

THE FOREGOING TERMS AND CONDITIONS ARE ACKNOWLEDGED AND ACCEPTED AS OF THE DATE WRITTEN BELOW.

BRYANT ASSOCIATES, INC.



BY: TODD E. BRAYTON, PE, DIRECTOR OF OPERATIONS-RI

PERKINS EASTMAN

Signature

Date

Printed Name

Title



August 24, 2016

Mr. Kevin J. Murphy
City Manager
City of Lowell
375 Merrimack Street
Lowell, MA 01852

Re: Hazardous Materials Inspection Services Proposal for Lowell High School, Lowell MA

Dear Mr. Murphy,

As part of our contract with the City, Perkins Eastman | DPC has been requested to retain the Hazardous Materials consultant to provide the hazardous materials inspection services for the Lowell High School per section 4.11 of the contract. Perkins Eastman | DPC is willing to retain Universal Environmental Consultants, Inc. for this work. The scope of Universal Environmental Consultants, Inc, services is set forth in the attached proposal dated July 14, 2016.

The amount of this agreement is \$19,030.00. We will bill for these services as a reimbursable expense under 9.1.1 of our contract.

Universal Environmental Consultants, Inc.:	\$17,300.00
X 10%	<u>\$ 1,730.00</u>
Total	\$19,030.00

To authorize these services we ask that an authorized agent of the City sign below and return one copy to us as authorization to proceed.

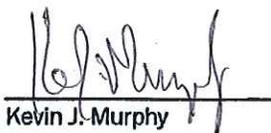
We look forward to working with you to complete this significant project. Please contact me with any questions or comments.

Sincerely,

PERKINS EASTMAN / DPC


Joseph Drown, AIA
Principal

CITY OF LOWELL


Kevin J. Murphy
City Manager

- New York
- Boston
- Charlotte
- Chicago
- Dallas
- Los Angeles
- Pittsburgh
- San Francisco
- Stamford
- Washington DC
- Toronto
- Shanghai
- Guayaquil
- Mumbai
- Dubai

Perkins Eastman
Architects DPC
50 Franklin Street
Suite 203
Boston, Massachusetts 02110
t 617 449 4000
www.perkinseastman.com

CC:

Mary Ann Williams - OPM / Skanska

July 14, 2016
Revised August 16, 2016

Mr. Joseph Drown
Principal
Perkins Eastman
50 Franklin Street, Suite 203
Boston, MA 02110

Reference: **Proposal for Hazardous Materials Inspection Services
Lowell High School, Lowell, MA
PE# 67150.00 Lowell High School FS/SD**

Dear Mr. Drown:

Thank you for the opportunity for Universal Environmental Consultants (UEC) to provide professional services.

We are pleased to submit our proposal for the above referenced project.

Should this proposal meet with your approval, kindly execute and return the enclosed proposal.

Please do not hesitate to call me at (508) 628-5486 if you have questions about this proposal or our services.

Very truly yours,

Universal Environmental Consultants



Ammar M. Dieb
President

UEC:\proposals\IDM\PE-Lowell High School-I

Enclosure

**PROPOSAL
For
HAZARDOUS MATERIALS INSPECTION SERVICES
AT THE
LOWELL HIGH SCHOOL
LOWELL, MA**

UEC will provide the following services.

SCOPE OF WORK:

TASK I (Inspection Services):

Services will comply with MSBA requirements for hazardous materials and will be provided by Massachusetts licensed asbestos inspectors.

- A. **Previous Reports** – Review previous AHERA reports provided by the Owner.
- B. **Inspection for Asbestos Containing Materials (ACM)** – Conduct a determination inspection of the School. Interior destructive testing in accordance with Environmental Protection Agency (EPA) NESHAP will have to be performed prior to any renovations or demolition activities.
- C. **Bulk Samples Collection** – Collect bulk samples from suspect materials and analyze these samples for asbestos by Polarized Light Microscopy (PLM) using the Point Count Method (if needed). Bulk samples will be collected and analyzed from the following materials suspected to contain asbestos:

Floor Tile and Mastic	Ceiling Tile	Glue on Ceiling Tile	Thermal Insulation
Window Putty	Door Putty	Stage Curtain	Ceiling/Wall Plaster
Transite Board	Vapor Barriers	Soffit Panels	Fire-proofing
Science Lab Tables	Damproofing	Vent Grilles Caulking	Skim Coat
Paper under Hardwood	other suspect ACM		

- D. **Inspection for Polychlorinated Biphenyls (PCB's)** – Perform a visual inspection of the light fixtures for the presence of PCB's in ballasts and mercury in tubes. No testing will be performed.
- E. **Inspection for PCB's in Caulking** – Perform a visual inspection of various types of building caulking. No testing will be performed.
- F. **Inspection for underground oil storage tanks** – Conduct a visual inspection for underground oil storage tanks.
- G. **Testing for mercury in rubber flooring** – Collect four (4) bulk samples from rubber flooring and analyze for mercury. If mercury was found additional sampling of the slab will be required to be performed during the design phase.
- H. **Testing for radon** – Collect twenty (20) air samples for radon and analyze per EPA.
- I. **Testing for Mold** – Perform a visual inspection for mold growth and collect twenty (20) air samples and analyze for mold.

- J. **Prepare a Final Report** – Prepare a final report with samples results, locations and quantities of ACM and other hazardous materials and cost estimates for remediation.

TASK II (Destructive Site Survey Services):

Services will be provided by Massachusetts licensed asbestos inspectors.

- A. Retain the services of a demolition/site contractor (Contractor) to excavate around the foundations walls to expose any suspect ACM that might be found below grade. Backfill using the same excavated soil.
- B. The contractor will also perform selective destructive demolition of the exterior walls to expose any suspect ACM that might be found. Patch the exterior walls with similar or equivalent.
- C. Collect and analyze bulk samples of any suspect materials and analyze for asbestos.

Notes:

Contract will be based on Designer Services included in the RFS;
Project LEED V.4 or NE CHPS;
UEC to provide meeting minutes for scope;
UEC will attend meetings as required;
UEC will assist in cost reconciliation with the cost estimator.

FEES:

TASK I (Inspection Services):

Fee for services will be charged on a Lump Sum basis
The Lump Sum fee of \$ 14,500.00

TASK II (Destructive Site Survey Services):

Fee for services will be charged on a Lump Sum basis
The Lump Sum fee of \$ 2,800.00

Total: \$ 17,300.00

Proposal Authorized By:



Ammar M. Dieb
President

Proposal Accepted by:

Signature:

Mr. Joseph Drown, Principal
Perkins Eastman
50 Franklin Street, Suite 203
Boston, MA 02110

August 24, 2016

Mr. Kevin J. Murphy
City Manager
City of Lowell
375 Merrimack Street
Lowell, MA 01852

Re: Geo-Environmental Phase 1 Proposal for Lowell High School, Lowell MA

Dear Mr. Murphy,

As part of our contract with the City, Perkins Eastman | DPC has been requested to retain the Geo-Environmental consultant to provide the Geo-Environmental Phase 1 due diligence for the Lowell High School per section 4.11 of the contract. Perkins Eastman | DPC is willing to retain Nobis Engineering Inc. for this work. The scope of Nobis Engineering, Inc, services is set forth in the attached proposal dated August 17, 2016.

The amount of this agreement is \$4,400.00. We will bill for these services as a reimbursable expense under 9.1.1 of our contract.

Nobis Engineering, Inc.:	\$4,000.00
X 10%	<u>\$ 400.00</u>
Total	\$4,400.00

To authorize these services we ask that an authorized agent of the City sign below and return one copy to us as authorization to proceed.

We look forward to working with you to complete this significant project. Please contact me with any questions or comments.

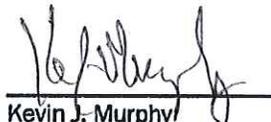
Sincerely,

PERKINS EASTMAN / DPC



Joseph Drown, AIA
Principal

CITY OF LOWELL



Kevin J. Murphy
City Manager

CC:

Mary Ann Williams - OPM / Skanska

-
- New York
- Boston
- Charlotte
- Chicago
- Dallas
- Los Angeles
- Pittsburgh
- San Francisco
- Stamford
- Washington DC
- Toronto
- Shanghai
- Guayaquil
- Mumbai
- Dubai

Perkins Eastman
Architects DPC
50 Franklin Street
Suite 203
Boston, Massachusetts 02110
t. 617 449 4000
www.perkinseastman.com



August 17, 2016
File No. 7529

Joseph Drown, AIA
Principal
Perkins Eastman
50 Franklin Street, Suite 103
Boston, Massachusetts 02110

**Re: Proposal for Environmental Due Diligence Assessment
Feasibility Study for Lowell High School
Lowell, Massachusetts
PE#: 67150.00 Lowell High School FS/SO**

Dear Mr. Drown:

Nobis Engineering, Inc. (Nobis) is pleased to present you this proposal to assist Perkins Eastman with the Feasibility Study for Lowell High School, which is a Massachusetts School Building Authority (MSBA) project. As specified in the Project Directory file provided in your July 14, 2016 email, Nobis' scope of work for this project will include the geoenvironmental aspects of the feasibility study. Specifically, Nobis will perform an environmental site assessment (ESA) of the existing Lowell High School to identify any Recognized Environmental Conditions (RECs) that could potentially impact the scope, budget, and/or schedule of design or construction activities for the project.

Nobis understands that MSBA may require due diligence investigations of alternate school locations in the future. This proposal includes an evaluation of existing conditions at the current Lowell High School only. Additional environmental assessment work, if required to complete the feasibility study, will be scoped and budgeted in a separate proposal.

Nobis also understands that the MSBA's *Module 3: Feasibility Study Guidelines*, Section 3.1.4 specifies a "Phase I Initial Site Investigation conforming to 310 CMR 40.00..." In our experience, the type of existing conditions assessment required for a feasibility study of this type is not consistent with the requirements of a Phase I Initial Site Investigation, as specified in the Massachusetts Contingency Plan (310 CMR 40.00). The Phase I Initial Site Investigation is typically prepared after subsurface investigation activities have been completed. The scope of services proposed by Nobis herein is analogous to an American Society for Testing and Materials (ASTM) Phase I ESA (ASTM E1527-13), which we believe is consistent with the MSBA's intended requirements and sufficient to achieve the objectives of the feasibility study.

SCOPE OF WORK

Nobis will perform a Phase I ESA in accordance with the ASTM Standard of Practice Designation E1527-13 *Standard Practice for Environmental Site Assessments: Phase I Environmental Site*

Client-Focused, Employee-Owned
www.nobiseng.com

Nobis Engineering, Inc.
585 Middlesex Street
Lowell, MA 01851
T (978) 683-0891

Assessment Process. The purpose of the ESA will be to identify the potential for a release of petroleum products and/or hazardous materials (PP/HM) subject to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA); the Massachusetts Contingency Plan (MCP); or other applicable federal and state environmental regulations.

The objective of this ESA will be to provide an assessment of existing environmental conditions at the Lowell High School site so that potential impacts to the scope, budget, and/or schedule of design or construction can be identified and presented in the feasibility study for the project. To meet this objective, Nobis will perform the following tasks:

- Coordinate and review a commercially available database search of selected Massachusetts Department of Environmental Protection (MassDEP) and EPA file lists regarding the potential presence of PP/HM at Lowell High School or adjacent environs.
- Contact municipal officials and/or departments in the City of Lowell for information pertaining to present and historical environmental conditions at the Lowell High School and adjacent environs. This will include an in-person review of readily available Health Department and Fire Department records, historical Sanborn Fire Insurance Maps, and commercial directories, etc.
- Review available history of ownership as publically available back to the first developed use or 1940, whichever is earlier, through municipal records, land usage records, and personal interviews of current and past owners and operators, as available, with knowledge of the subject property, to obtain current and past usage information.
- Review environmental reports for the subject properties and adjacent properties that are available on the MassDEP searchable site database.
- Review any prior ESA or other environmental reports provided by the City of Lowell.
- Review available aerial photographs and/or topographic maps to aid in assessing local hydrogeology and past and present land use at Lowell High School and in the adjacent environs.
- Perform a vapor intrusion assessment in accordance with ASTM E 2600-08 to evaluate whether a vapor encroachment condition is present or potentially present.
- Perform a property reconnaissance to observe surficial and general environmental conditions at Lowell High School and adjacent environs for evidence of past or present waste handling or storage activities that may pose a hazard to the environment. Adjacent properties, and properties for which access is not granted, will be observed from nearby public ways if direct access cannot be made.
- Assess the inferred or likely direction of groundwater flow and review the proximity of known or potential facilities that could contribute PP/HM to the subject properties via groundwater migration as available.



- Obtain appropriate documentation including color digital photographs of the subject properties during the reconnaissance.
- Prepare a report summarizing the results of the assessment including an assessment of the presence of, or potential for RECs at the Lowell High School. The report will include pertinent findings, digital photographs and a site sketch. Recommendations for further investigation, including proposed sample locations, analysis parameters, and analytical methods, will be included in the report, as applicable. Potential impacts to the scope, budget, and/or schedule of the project will be identified. Nobis will submit an electronic (PDF) copy of the report for your use.

Nobis does not propose to perform any visual inspection, sampling, or analysis of air, soil, groundwater, surface water, radon, lead paint, urea-formaldehyde, PCBs, pesticides, herbicides, suspect asbestos containing building materials, or to perform any work other than listed above for this assessment.

Please note that the observation, identification, or assessment for the presence or absence of any mold, rot, or fungi is beyond the scope of Nobis' services. You will be notified if there is a need or a potential need to perform such additional work.

Nobis' Scope of Work and cost estimate is based on the following assumptions:

- Access to Lowell High School will be provided/arranged by you, and Nobis will have direct access to all parts of the high school on the day scheduled for the property reconnaissance.
- As part of the background research, the City will need to fill out an Owner Questionnaire and User Questionnaire for inclusion in the ESA. This information will be provided to Nobis prior to completion of the ESA.
- A Lowell High School representative and/or other person(s) knowledgeable of the subject properties and its history will be available for an interview and to accompany the inspector on the day of the inspection.
- A hazardous materials survey (asbestos, lead-based paint, polychlorinated biphenyls) of the Lowell High School building will be performed by others.
- Nobis will participate in up to two meetings in Lowell to discuss the results of our assessment with the City of Lowell and the PE project team. Nobis will prepare minutes summarizing the geoenvironmental discussions at these meetings, with key decisions and action items related to our scope of work documented.

BUDGET

The fee for these services will be \$4,000 lump sum. We will not exceed this amount unless we are authorized to do so. You will be notified if conditions require a change to the scope of services and budget estimate.



SCHEDULE

Nobis is prepared to begin work on this project immediately. Based on the above assumptions, Nobis will work with Perkins Eastman on a schedule for delivery of the Phase I ESA that meets the needs of Perkins Eastman and the City of Lowell.

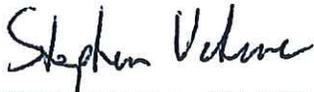
TERMS & CONDITIONS

Nobis anticipates this work will be performed under a subconsultant agreement initiated by Perkins Eastman, with negotiated terms and conditions agreeable to both parties. Nobis understands the agreement will reference the Base Contract for Designer Services included in the May 4, 2016 Request for Designer Services (RFS).

Thank you for the opportunity to be of service. Nobis looks forward to working with you on this exciting project. If you require any additional information, please do not hesitate to contact us.

Very truly yours,

Nobis Engineering, Inc.



Stephen Vetere, PE, LSP, LEP
Director of Environmental Services



August 24, 2016

Mr. Kevin J. Murphy
City Manager
City of Lowell
375 Merrimack Street
Lowell, MA 01852

Re: Property Survey Proposal for Lowell High School, Lowell MA

Dear Mr. Murphy,

As part of our contract with the City, Perkins Eastman | DPC has been requested to retain the Property Survey consultant to provide the property survey due diligence for the Lowell High School per section 4.11 of the contract. Perkins Eastman | DPC is willing to retain Nitsch Engineering Inc. for this work. The scope of Nitsch Engineering, Inc. services is set forth in the attached proposal dated August 17, 2016.

The amount of this agreement is \$62,700.00. We will bill for these services as a reimbursable expense under 9.1.1 of our contract.

Nitsch Engineering, Inc.:	\$57,000.00
X 10%	<u>\$ 5,700.00</u>
Total	\$62,700.00

To authorize these services we ask that an authorized agent of the City sign below and return one copy to us as authorization to proceed.

We look forward to working with you to complete this significant project. Please contact me with any questions or comments.

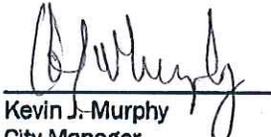
Sincerely,

PERKINS EASTMAN / DPC



Joseph Drown, AIA
Principal

CITY OF LOWELL



Kevin J. Murphy
City Manager

CC:

Mary Ann Williams – OPM / Skanska

New York
Boston
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Chicago
Dallas
Los Angeles
Pittsburgh
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Stanford
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Guayaquil
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Dubai

Perkins Eastman
Architects DPC
50 Franklin Street
Suite 203
Boston, Massachusetts 02110
t. 617.449.4000
www.perkinseastman.com



2 Center Plaza, Suite 430
Boston, MA 02108-1928
T: 617-338-0063
F: 617-338-6472
www.nitscheng.com

August 17, 2016

Mr. Joseph Drown, AIA
Principal
Perkins Eastman
50 Franklin Street, Suite 203
Boston, MA 02110

RE: Nitsch Proposal #11601.1P (Revised)
Lowell High School
Land Surveying Services
Lowell, MA

Re: PE# 67150.00 Lowell High School FS/FD

Dear Mr. Drown:

Nitsch Engineering is pleased to submit this revised proposal to you (the Client) for professional land surveying services related to the Lowell High School project in Lowell, Massachusetts. This letter summarizes our scope, assumptions, schedule, and fee. The limit of survey is shown on the attached limits sketch.

SCOPE OF SERVICES

Nitsch Engineering will provide professional land surveying services to accomplish the following tasks:

PROPERTY LINE SURVEY

1. Perform property research at the City of Lowell (the City) offices, the Middlesex North County Registry of Deeds, and the Massachusetts Land Court for record data on the locus property, abutting properties, and easements;
2. Perform a retracement property line survey of the site; and
3. Perform office calculations to determine the property lines and easements of record;

TOPOGRAPHIC AND UTILITY SURVEY

1. Perform research at the gas, water, sewer, telephone, electric, cable television, and steam utility companies/departments to obtain record data on utilities in the adjacent streets and services to the property;
2. Perform Global Positioning Systems (GPS) observations to establish Massachusetts State Plane (NAD 83) horizontal coordinates and City Vertical Datum elevations for the project site;
3. Set four (4) benchmarks onsite and perform a level run in one (1) location per building to establish finished floor grades of the Lord Building and the Kouleheras Building. This information will be used to facilitate the design of the new pedestrian bridges;
4. Perform a topographic and location survey of approximately 13 acres on the site, as shown on the attached limits sketch. The topographic information will be collected in a manner suitable to prepare 1-foot contours;
5. Perform tree locations for stand-alone trees depicting deciduous or coniferous identification and diameter at breast height (DBH);

SCOPE OF SERVICES – continued

6. Obtain building entrances with sill elevations for locked entries and finished floor elevations for unlocked entries at ground level;
7. Perform invert measurements on gravity driven sewer and drainage structures within the project limits;
8. Research and graphically depict the most up-to-date Federal Emergency Management Agency (FEMA) flood zone limits impacting the site; and
9. Prepare an AutoCAD drawing (.DWG) and PDF plan set, in Release 2014 or compatible version and at a scale of 1 inch = 20 feet, utilizing Nitsch Engineering file format and drafting standards.

WORK NOT INCLUDED IN THE SCOPE OF SERVICES

1. Setting lot corners or other monumentation.
2. Performing site design engineering services.
3. Performing construction layout, preparing record plans, or performing other Construction Phase services.
4. Performing advanced subsurface investigation, such as Ground Penetrating Radar (GPR) or Test Pits to locate utilities.
5. Performing wetland delineation or buffer zone determinations. An Environmental Scientist will need to provide any delineation or buffer zone determinations to the Client and Nitsch Engineering. Nitsch Engineering is not carrying an Environmental Scientist as part of this proposal.

ASSUMPTIONS

1. All filing fees and other associated costs will be paid by the Client.
2. Any revisions requested by the Client or other approving authorities after commencement of the survey will be considered Additional Services.
3. This cost assumes record monumentation is recoverable and Nitsch Engineering will encounter reasonable congruity between field and record data.
4. Regarding the utility information, Nitsch Engineering will indicate the structures and locations of utilities with rim and invert elevations, sizes, and directions, which are indicated on plans provided by utility companies/departments and/or that are observable on the ground surface during the survey. Nitsch Engineering does not guarantee the validity or completeness of the data from others.
5. The Client will indemnify and hold harmless Nitsch Engineering and its officers, agents, and employees with regard to any errors or omissions within any record document from which information was obtained, in whole or in part, and incorporated into documents prepared by Nitsch Engineering.
6. Flagging of Bordering Vegetated Wetlands and federal wetlands, if applicable, will be performed by others.

ASSUMPTIONS – continued

7. The plan will not be prepared in recordable format.
8. If the title of the land is registered with the Massachusetts Land Court, additional expenses may be incurred and the Client will be notified upon completion of the research task.
9. The Client is responsible for providing and arranging open and uninterrupted access to the site prior to Nitsch Engineering's arrival. Should access not be supplied, Additional Services will be required.
10. Nitsch Engineering will not render a zoning opinion, will not depict zoning information, or determine compliance or non-compliance with zoning.

TIME AND MANNER

Nitsch Engineering is prepared to begin work within 10 business days or sooner from the receipt of this executed revised proposal and anticipates substantial completion within 15 business days thereafter. The completion of field tasks will be subject to weather conditions affecting the required field work.

COMPENSATION

Compensation for the services provided will be in accordance with Nitsch Engineering's agreement with Perkins Eastman. The lump-sum cost for these services is \$57,000 including expenses. Costs will not be incurred by Nitsch Engineering beyond this lump-sum amount without prior written approval from the Client.

ADDITIONAL SERVICES

Nitsch Engineering will be compensated for services requested by the Client that exceed the "SCOPE OF SERVICES" outlined herein. Charges for any Additional Services will be billed in accordance with the attached Standard Contract Terms for Land Surveying Services or the Standard Contract Terms for Land Surveying Services in effect at the time the services are provided. Additional Services will not be accomplished unless Nitsch Engineering has verbal approval from the Client.

TERMINATION

Nitsch Engineering reserves the right to revise this revised proposal should the signed copy not be received by September 16, 2016. This agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If this agreement is terminated by the Client, Nitsch Engineering will be paid for services rendered on the basis of services performed.

If Nitsch Engineering is authorized to commence and/or continue providing its services on the project, either verbally or in writing, prior to the full execution of a written contract, such authorization will be deemed an acceptance of this revised proposal, and all such services will be provided and compensated for in accordance with the terms and conditions contained herein as though this revised proposal were fully executed by the Client.

Mr. Joseph Drown, AIA: Nitsch Proposal #11601.1P (Revised)
August 17, 2016
Page 4 of 4

Thank you for requesting this revised proposal. We look forward to working with you on this project. Should the conditions in this revised proposal meet with your approval, please sign and return the "File Copy" of this revised proposal to us for our files.

If you have any questions, please call.

Very truly yours,

Nitsch Engineering, Inc.



Alexander D. Diotte, PLS
Senior Project Manager

ADD/RGM/aab

Enclosures: Limit of Survey Sketch
"File Copy" of this revised proposal

Q:\11601 Lowell HS Study\Contract\SURVEY Contract\11601.1P_ADD_RGM_072216.docx

Approved by:



Denis R. Seguin, PLS
Director of Land Surveying

CLIENT AUTHORIZATION

This revised proposal is hereby accepted by the Client as evidenced by the execution hereof, and such a person so executing the same on behalf of the Client does hereby warrant full authority to act for, in the name of, and on behalf of the Client.

Such acceptance provides full authorization for Nitsch Engineering to proceed with providing the Scope of Services under the terms and conditions stated herein.

Signature

Date

Printed Name and Title

NITSCH PROJECT # 11601.1
LOWELL HIGH SCHOOL
LIMITS OF SURVEY
AUGUST 16, 2016

