



TOWN OF WESTFORD
FACILITIES DEPARTMENT

TOWN HALL
55 MAIN STREET
WESTFORD MA 01886
(978) 399-2435

Date: May 24, 2023

To: Christopher Chew, Superintendent of Schools

From: Jeff Goodwin, Director of Facilities

Re: Blanchard School Roof Replacement Project – Review and Approve Civitects Contract Amendment for Design Services.

Funding: 32300571-580000 FY23 3/25/23 ART#7 \$6.4M CAPITAL

Motion: **Moved that the School Committee vote to authorize the Superintendent of Schools to execute the Contract Amendment from Civitects, PC for Design Services for the Blanchard School roof replacement project.**

Purpose: This motion is related to the ongoing Blanchard Roof Accelerated Repair Project with the Massachusetts School Building Authority (MSBA). Westford Public Schools has been assigned the following consultant, Civitects, PC who regularly operates business at 66 Troy Street, Fourth Floor Fall River, MA 02720 to act as the School's Designer.

This contract is for design services for all remaining phases of the Blanchard Roof Project, including Construction Documents Phase, Bidding Phase, Construction Phase, and Completion Phase. The total cost of the contract amendment is \$266,000 and is consistent with the figures identified in the \$6.4M budget that was approved at Town Meeting as well as the May 2nd ballot vote.

Attached you will find the Contract and Civitects proposed fee schedule.

Thank you!

ATTACHMENT F

CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. 1

WHEREAS, the Westford Public Schools ("Owner") and Civitects, PC, (the "Designer") (collectively, the "Parties") entered into a Contract for Designer Services for the Roof Replacement Project (Project Number _____) at the Lloyd G Blanchard School on 15 April 2022 ("Contract"); and

WHEREAS, effective as of 8 May 2023, 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, 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 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
Schematic Design Phase	\$ <u>85,000</u>	\$ <u>85,000</u>
Construction Documents Phase	\$ <u>0</u>	\$ <u>145,000</u>
Bidding Phase	\$ <u>0</u>	\$ <u>14,000</u>
Construction Administration Phase	\$ <u>0</u>	\$ <u>95,000</u>
Completion Phase	\$ <u>0</u>	\$ <u>12,000</u>
Total Fee	\$ <u>85,000</u>	\$ <u>351,000</u>

This Amendment is a result of: moving forward with the project into design, bidding,
construction administration and closeout phases.

3. The Construction Budget shall be as follows:

Original Budget: \$ _____

Amended Budget: \$ _____

4. The Project Schedule shall be as follows:

Original Schedule: _____

Amended Schedule: _____

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

(print name)

(print title)

By _____
(signature)

Date _____

DESIGNER

Ann E. Keane

(print name)
President

By Ann E. Keane
(signature)

Date 8 May 2023