

NOV 17 '10 PM 4:25

**TOWN OF UXBRIDGE**  
**21 S. MAIN STREET, UXBRIDGE, MA 01569 – PHONE 508-278-8600**  
**BOARD OF SELECTMEN'S MEETING**  
**BOARD OF SELECTMEN'S MEETING ROOM**  
**MONDAY, NOVEMBER 1, 2010 – 4:00PM**

Present: Chair Beth Pitman, Vice-Chair Bruce Desilets, Clerk Jay Cahill and Selectman Peter Baghdasarian. Cari Kay Robertson arrived at 4:10PM. Also present Town Manager Michael Szlosek and Administrative Assistant Tracey Ante.

*NOTE: Some matters may have been taken out of agenda order but are presented below based on agenda order for ease of location information.*

**I. CALL TO ORDER**

- A. Announcements – Mr. Desilets thanked Faith Fellowship for their assistance in opening the trails at Legg Farm. Ms. Pitman announced the Property Available sign is up at Blanchard and thanked Mike D'Miglio and the shop class for their assistance with painting the sign. The next scheduled Board of Selectmen's meeting is Monday 11/8.
- B. Citizen's Forum – Mr. Howard Fortner was present and advised he sent a letter to the Editor of the New Uxbridge Times addressing questions relative to the high school project. He has had no response. He inquired as to who is the responsible party that may address his questions. Ms. Pitman advised residents should watch and attend the School Building Committee meetings to stay informed. School project information is located at the Office of the Town Manager, Town Clerk's Office and posted on the Town's website.

**II. OLD BUSINESS**

- A. High School – Vote Contract Amendment No. 5 – Ms. Pitman explained at the last Board meeting, the Board voted to withhold payment on Contract Amendment No. 5 as the amendment work should have been authorized and pre-approved by the Board. Following that meeting, Ms. Pitman had discussions with the school department and advised her that the work had not been completed. In addition, Mr. Krawitz forwarded an email to the Office of the Town Manager reiterating that the work had not been completed. Therefore, Ms. Pitman called for a Special Meeting for 11/1 to revisit the contract amendment. Ms. Pitman further explained that as of today, the Town Manager was informed by Andrews Survey & Engineering that the work had been completed. It was discussed the Board's prior motion on 10/25/10 would stand. Mr. Don Sawyer was present and discussed the work performed, risks associated thereto and that there are no invoices for payment before the Board. He stated the Board is approving a contract amendment, not an invoice for payment. It was the consensus of the Board that the work was performed prior to obtaining the Board's approval. Another contract amendment was put forth before the Board without obtaining prior approval. The Board advised all Contract Amendments must receive prior approval from the Board prior to work commencing. Following discussion, MOTION by Mr. Cahill that the Board approve Contract Amendment No. 5 for additional services for the High School. The motion was not seconded. Following additional discussion, MOTION by Mr.



Cahill that the Board amend the contract price for Amendment No. 5 from \$11,770 to \$10,700. Said change to reflect a reduction of \$1,070 for administrative services payable to Raymond Design and Associates. I further move that the Board of Selectmen approve Contract Amendment No. 5 for additional services for the High School, as amended. Seconded by Mr. Desilets, the motion carried unanimously.

**III. NEW BUSINESS**

A. Vote to layout streets - Buttermilk Way, Cassie Lane, Jodie Circle, Julia Drive, Long Meadow Road, Rose Lane, Stanphyl Road, Foxwood Lane, Deer View Lane and Wildlife Drive – Atty. Henry Lane was present and updated the Board. Following discussion, **MOTION** by Mr. Cahill that the Board layout and make public way Buttermilk Way, Cassie Lane, Jodie Circle, Julia Drive, Long Meadow Road, Rose Lane, Stanphyl Road, Foxwood Lane, Deer View Lane and Wildlife Drive subject to acceptable Attorney Certification of Title, original executed deed, original executed easements and receipt of street acceptance plans by 12 Noon, Tuesday, November 16, 2010. Seconded by Mr. Baghdasarian, the motion carried unanimously.

**IV. MEMBER ISSUES**

Mr. Baghdasarian asked the Board members if they were happy with the Board's performance. No one was happy. Ms. Pitman stated we can do better.

**V. TOWN MANAGER**

The Town Manager advised the Board he will be meeting with Ted Kozak, Town Manager of Northbridge to discuss relocating the Veteran Agent's Office. The Board had no objections.

Veterans Day Parade – BOS Invitation to speak - Mr. Cahill will check his schedule to see if he is available. If not, Mr. Baghdasarian will speak at the event.

**VI. EXECUTIVE SESSION (MGL c.39, §23B)**

No executive session was held.

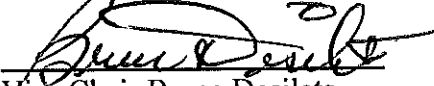
**VII. ADJOURNMENT: Next BOS Meeting November 8, 2010**

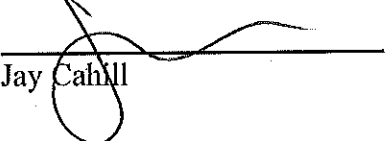
At 5:00PM, **MOTION** by Mr. Cahill to adjourn the meeting. Seconded by Ms. Robertson, the motion carried unanimously.


*Minutes respectfully submitted by, Tracey Ante*

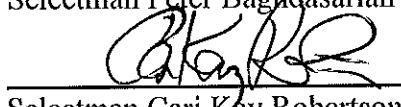
Minutes approved by Board of Selectmen:

  
\_\_\_\_\_  
Chair Beth Pitman

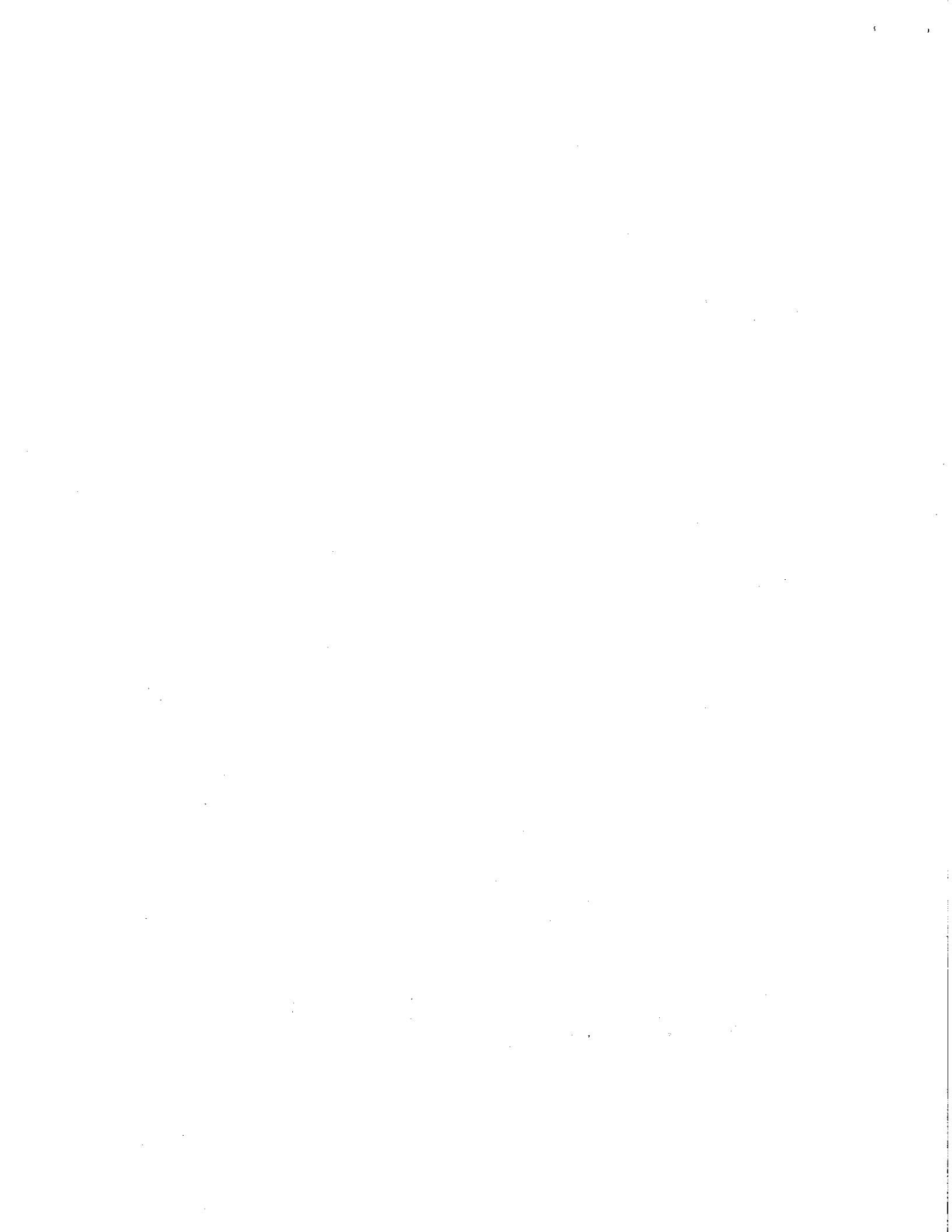
  
\_\_\_\_\_  
Vice Chair Bruce Desilets

  
\_\_\_\_\_  
Jay Cahill

  
\_\_\_\_\_  
Selectman Peter Baghdasarian

  
\_\_\_\_\_  
Selectman Cari Kay Robertson

Date Approved: 11/8/10







JOSLIN, LESSER + ASSOCIATES, INC.

**MEMORANDUM**

To: Uxbridge High School Building Committee  
 From: David Krawitz - Joslin, Lesser + Associates, Inc.  
 Date: October 12, 2010  
 Re: Uxbridge High School  
 Cc: Jeffery A. Luxenberg (JLA)

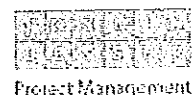
Enclosed for processing is RDA Amendment No 5 to be considered at the October 14<sup>th</sup>, 2010 SBC Meeting. Amendment No 5 includes commitments for additional site survey services for which the scope could not be estimated at the project outset and the need for which could not be anticipated when Amendment No 4 was presented. This work is necessary to locate the new sewer line and to precisely locate specimen trees that can be saved. The Not to Exceed amount is within the Line Item on the approved MSBA project budget. JLA has reviewed the proposed Amendment No 5 including supporting materials, the RFS for Design Services, and the Design Services Contract, and recommends approval.

COMMITMENTS (Fee Proposals)			
ProPay Code	Budget Category	Description of Services	Contract \$
RDA Design Services Amendment #5			
0204-0400	A&E: Site Survey	Site Survey: Instrument survey for location of specimen trees and designing of sewer pipe layout (Andrews Survey)	NTE \$11,770

Enclosed for processing are the following invoices to be considered at the October 14<sup>th</sup>, 2010 SBC Meeting. The two invoices are for Architecture and Engineering Services in the Design Development and Construction Documents phase of the project. Please note that RDA has completed their Design Development drawings and specifications which will now be used to develop a detailed cost estimate. To meet the aggressive project schedule RDA has begun work on Construction Documents and will continue that work while the Design Development estimates are being generated. Attached please find a copy of RDA invoices #2010-10-10 dated October 1, 2010 and #2010-10-02 dated October 12, 2010.

INVOICES (Payments)					
ProPay Code	Vendor	Invoice #	Budget Category	Description of Services	Invoice \$
0201-0400	RDA	2010-10-01	A&E Design Development	Design Development	\$140,800
0201-0500	RDA	2010-10-02	A&E Construction Contract Documents	Construction Documents	\$223,000

The Invoices listed above are consistent with the Total Project Budget and to the best of our knowledge are eligible for reimbursement from the Massachusetts School Building Authority. Joslin Lesser + Associates recommends that the Uxbridge High School Building Committee approve these invoices.



Project Management

# ATTACHMENT F

## CONTRACT FOR DESIGNER SERVICES

### AMENDMENT NO. 5

WHEREAS, the Town of Uxbridge ("Owner") and Raymond Design Associates, Inc., (the "Designer") (collectively, the "Parties") entered into a Contract for Designer Services for the Uxbridge High School Project on August 10, 2009 (the "Contract"); and

WHEREAS, Amendment No.1 was approved by the SBC on October 28, 2009, and Amendment No. 2 was approved by the SBC on April 29,2010, and Amendment No. 3 was approved by the SBC on August 5, 2010; and Amendment No 4. was approved by the SBC on August 18, 2010; and

WHEREAS, the parties wish to amend the Contract with Amendment No 5 to be effective on October 25, 2010.

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 complete site surveys.

Proposed Additional Fee: NTE \$11,770

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	Previous Amendments	Amount of This Amendment	After This Amendment
Feasibility Study Phase	\$120,000	\$34,650		\$154,650
Schematic Design Phase	\$180,000	\$26,510		\$206,510
Design Development Phase	-	\$640,000		\$640,000
Construction Doc Phase	-	\$1,115,000		\$1,115,000
Bidding Phase	-	\$80,000		\$80,000
Construction Phase	-	\$895,000		\$895,000
Completion Phase	-	\$94,200		\$94,200
GeoTech&GeoEnv	-	\$40,775		\$40,775
Site Survey	-	NTE \$9,460	NTE \$11,770	NTE \$21,230
Site Survey	-	\$20,020		\$20,020
Wetlands	-	\$58,300		\$58,300
Traffic Studies	-	NTE \$68,200		NTE \$68,200
Total Fee	\$300,000	\$ 3,082,115	NTE \$11,770	\$3,393,885



3. The Construction Budget shall be as follows:

Original Budget:	\$0
Amended Budget	\$34,469,807

4. The Project Schedule shall be as follows:

Original Schedule:	
Amended Schedule	Design Development Complete 10/07/10 Construction Documents Complete 01/26/11 Substantial Completion 07/03/12

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.

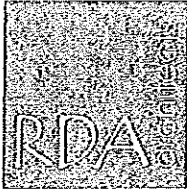
OWNER

\_\_\_\_\_  
(print name)  
\_\_\_\_\_  
(print title)  
By \_\_\_\_\_  
(signature)  
Date \_\_\_\_\_

DESIGNER

\_\_\_\_\_  
(print name)  
\_\_\_\_\_  
(print title)  
By \_\_\_\_\_  
(signature)  
Date \_\_\_\_\_

D-B-B



**Raymond Design Associates, Inc.**  
222 North Street, Hingham, Massachusetts 02043  
Telephone 781-749-5530

October 5, 2010

Uxbridge School Building Committee  
c/o Joslin, Lesser + Associates, Inc.  
44 Pleasant Street  
Watertown, Massachusetts 02472  
Attn: Jeffrey Luxenberg

Re: Contract Amendment #5 – Additional Services  
Uxbridge High School

Jeff:

We are pleased to submit our proposal for Additional Services for the Design Development thru Completion Phases of Designer Services for the new Uxbridge High School.

This proposal is based on the Request for Designer Services (RFS), dated May 6, 2009, the Contract for Designer Services, signed by the Owner August 10, 2009, the Schematic Design submission, dated June 11, 2010, and the Form 3011 approved by the MSBA Board at their meeting held on July 28, 2010.

#### SCOPE OF SERVICES

Additional Services, as defined in the contract for Designer Services, for the following professional services, to be completed during the Design Development through Completion Phases:

- Survey: Instrument survey by Andrews Survey for locating specimen trees on the site, items of particular interest within the Quaker Highway right-of-way, five acres of instrument survey for sewer connection near Millville Road, DTM files adjusted to NGVD88 for Mass DOT, and additional staking for geotechnical borings.

This work is in addition to site survey work previously authorized.

- A site walk by Leslie Fanger of BSC subsequent to the previous survey authorization identified the potential opportunity to integrate several mature specimen trees into the site plan. The existing 'flown' survey does not provide detailed location and/or elevation details that will allow BSC to determine the viability of integrating these trees into the site design as a feature.

- Also subsequent to the previous survey authorization, it was determined that the 'flown' survey does not provide sufficient detailed site information in the remaining areas referenced above. As part of Amendment #5, we are requesting an instrument survey for detailed design features within the Quaker Highway right-of-way and in the area of the site through which the proposed sewer line is set to travel. Additional features within the path of the proposed sewer line need to be detailed in order to assure all environmental permitting issues are taken into account and that the sewer is installed with the proper pitch.
- And finally, subsequent to the previous survey authorization, we determined that the geotechnical engineer could provide us with some borings in the areas of the potential field/court lighting poles (within his previously authorized geotechnical fee). To take advantage of this opportunity, we asked the surveyor to provide us with a fee proposal to field locate where these borings should take place.

**COMPENSATION**

Compensation is being requested for Additional Services from Design Development through the Completion Phase. These amounts are in addition to our authorization to date on the project for Basic Services from the Feasibility Study through the Project Completion Phases and in addition to previous authorizations to date for additional sub-consultant services not included in the scope of the Basic Services, all of which were authorized in Amendments #1, #2, #3 and #4.

**Basic Services**

- Basic Services for Feasibility Study & Schematic Design: \$300,000
- Design Development (Amendment #3) \$640,000
- Contract Documents (Amendment #3) \$1,115,000
- Bidding (Amendment #3) \$80,000
- Contract Administration (Amendment #3) \$895,000
- Closeout (Amendment #3) \$94,200

**Total Basic Services** \$3,124,200

**Previously Approved Additional Services**

- Additional Services to Date (Amendments #1 & 2): \$61,160

**Additional Services – Amendment #4**

- Andrews Engineering - Survey:
  - Not to Exceed \$8,600 x 1.1 Markup = \$9,460
- BSC Group - Survey:
  - \$18,200 x 1.1 Markup = \$20,020
- BSC Group – Wetlands Permitting:
  - \$53,000 x 1.1 Markup = \$58,300
- BSC Group – Traffic:
  - Not to Exceed \$62,000.00 x 1.1 markup = \$68,200
- PEER Consultants - Geotechnical:
  - \$37,050 x 1.1 Markup = \$40,775

**Total Additional Services – Amendment #4** \$196,755

**Additional Services – Amendment #5**

- Andrews Engineering - Survey:
  - Not to Exceed \$10,700 x 1.1 Markup = **\$11,770**

**Total Services – Basic Services + Amendments #1 - 5:           \$3,393,885**

**ASSUMPTIONS**

Please find Andrews Survey proposal dated September 23, 2010, attached.

All provisions of our Agreement remain in effect except as specifically modified by this amendment.

Sincerely Yours,  
Raymond Design Associates, Inc.



Gene S. Raymond Jr., AIA  
President

**Andrews Survey & Engineering, Inc.**

104 Mendon Street | P.O. Box 312 | Uxbridge, MA 01569

Tel. (508) 278-3897 Fax (508) 278-2289

*Land Surveying • Civil Engineering • Site Planning*

September 23, 2010

Gene S. Raymond, Jr. AIA, LEED AP  
Raymond Design Associates  
222 North Street  
Hingham, MA 02043

*Re: Professional Land Surveying Services  
Quaker Highway (Rt. 146A) – Uxbridge, MA  
ASE Project #2010-091.3*

Dear Mr. Raymond:

Andrews Survey & Engineering, Inc. ("ASE") is pleased to provide a fee proposal for the professional land surveying services required to complete the Scope of Services specified below for the above referenced project located along the Quaker Highway (Rt. 146A) in Uxbridge, MA. The following proposal is based on a review of the scope of work provided in recent email correspondences from BSC Group; a review of work performed in the vicinity by our office; and from similar projects. The fee for our professional services required to complete the Scope of Services for this project shall not exceed \$10,700. The detailed Scope is as follows:

Scope of Professional Services

Base Plan Revisions, Topographic Survey, Miscellaneous staking and locations.....\$10,700

For the purposes of this fee proposal the limit of work shall defined as the area within the right-of-way of the Quaker Highway (Rt. 146A) and the right-of-way of Millville Road (Rt. 122) directly adjacent to the location of the proposed Uxbridge High School facilities

- ASE shall perform an instrument survey in accordance with Massachusetts Department of Transportation (MassDOT) standards to locate certain physical features of particular interest in design procedures including a selection of pre-marked trees in the proposed Quad area with adjacent topographic elevations.
- ASE shall perform an instrument survey to determine topography in an area of approximately five acres to the southwest of Millville Road for the purposes of designing the sewer connection to Millville Road including the location of any significant watercourses in the area.
- ASE shall prepare and deliver a preliminary DTM file of the site on NGVD29 based on existing information as of September 1, 2010.
- ASE shall revise DTM and existing conditions base plan of Quaker Highway area and site contracted on August 18, 2010 adjusted to NGVD88 as per Massachusetts DOT standards.
- ASE shall stake proposed location of light pole bases as requested by BSC on September 17, 2010.
- ASE shall revise base plan to include above mentioned features.

**Reimbursable Expenses (reprographics, postage, etc.)**

Our reimbursable expenses are not included in the fee and are charged at our actual costs plus a ten percent (10%) handling charge. *We anticipate that reimbursable expenses for this project shall not exceed five percent (5%) of the fee, or approximately \$275.*

**Schedule of Professional Fees -- Hourly Rates:**

The fees provided herein are based on our current charge rates, our understanding of the project, and of the current needs. Billing for our professional services is based on actual time accrued. Our current hourly charge rates are as follows. These rates are subject to change. We will make every effort possible to inform you of any future rate changes.

<u>Associate Level</u>	<u>Hourly Rate</u>
Registered Professional Engineer	\$120.00
Senior Project Engineer	\$ 90.00
Project Engineer/AutoCAD Technician	\$ 80.00
Registered Professional Land Surveyor	\$110.00
Senior Project Surveyor	\$ 80.00
Survey Field Crew -- 2 person field crew	\$125.00
Administrative	\$ 45.00


**Project Status:**

Your authorization to proceed will consist of receipt by this office of a copy of this proposal letter endorsed by you. This retainer will be applied to the final billing for the work described herein. After initiation of work, we will update you regularly on the progress of the project, the status of the budget, and any cost, scope or scheduling changes required. Please note that payment in full is expected upon receipt of invoice and is required no later than thirty (30) days following receipt of invoice. Our General Terms and Conditions are attached.

**Limitation of Liability:**

Andrews Survey & Engineering, Inc.'s liability under this contract is limited to the value of the contract for engineering services on the project. Professional liability insurance certificates shall be furnished upon request. By executing this contract, the client acknowledges receiving, reading, understanding and agreeing to the terms set forth in the General Terms and Conditions. We are committed to working with you for the successful completion of this project. Should you have any questions or require additional information, please contact this office. Thank you for your consideration of the services of Andrews Survey & Engineering, Inc.

Very truly yours,  
ANDREWS SURVEY & ENGINEERING, INC.

  
Byron J. Andrews, P.L.S.  
Vice President

Attachment(s)

APPROVED AND ACCEPTED:

For: Raymond Design Associates

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Tel #: \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS

1. **Right of Entry:** The signing of the agreement gives authorization for Andrews Survey and Engineering, Inc. ("ASE") personnel to enter upon the property to conduct site examinations, surveys, soil tests, and other services as described in the Scope of Professional Services. It is understood by the client that these surveys and tests may require the cutting of trees and brush. If the client is not the record owner of the property at the time of the agreement, obtaining the right of entry from the owner of record shall be the client's responsibility.
2. **Change in Scope of Professional Services:** If, subsequent to the agreement, there is a change in the scope of professional services, either as ordered by the client or as necessitated by circumstances or authorities, a written authorization will be required before any services outside of the original Scope of Services shall proceed. In the event of such a change in the scope of services, this office will supply a written notification to the client. Services outside of the original scope and within the revised scope as described on the notification will commence upon receipt by this office of the client's authorization. If the scope of professional services is changed, the amount of compensation shall be equitably adjusted.
3. **Unanticipated Circumstances:** If, subsequent to the agreement, unanticipated circumstances require additional work to fulfill the scope of services therein, then in such event written authorization by the client will be required before proceeding. Said authorization will be in the form of a revised contract forwarded to the client depicting thereon an equitable adjustment in the originally quoted fee. Work will recommence upon receipt by this office of the client's signature on the revised contract.
4. **Client's Responsibility to Notify of Hazards:** It is the client's responsibility to advise this office of any known hazards or hazardous substances or any known conditions on or near the site that may present a potential danger to human health or to the environment. Failure to notify this office of any known hazards shall relieve ASE, its agents and its employees from all damages arising from said hazard(s).
5. **Termination Provision:** The agreement may be terminated by either party upon five (5) days written notice. ASE shall be paid for services completed and reimbursable expenses incurred up to the time of termination.
6. **Billing Procedure:** Invoices shall be rendered monthly or upon completion of project phases. Payment is required upon receipt of invoice. Invoices more than thirty (30) days overdue shall accrue interest at a rate of 1½ % per month (18% per year). We reserve the right to discontinue professional service on all accounts more than sixty (60) days overdue. Should any account become more than ninety (90) days overdue, we reserve the right to require payment in full for all services provided and reimbursable expenses incurred to date prior to the release of information, plans or other project-related data.
7. **Responsible Party:** The client, as the responsible party, agrees to compensate ASE at the standard or agreed rate for providing the professional services, as described in the Scope of Services. No payments shall be contingent upon financing or receipt of payment from any third party.
8. **Electronic Documents:** Andrews Survey & Engineering, Inc. agrees to provide materials to the Client stored electronically. In accepting and utilizing such documents, the Client recognizes that data, plans, specifications, reports, documents, or other information recorded on or transmitted as electronic media ("CADD Documents") are subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the CADD Documents are provided to the Client for information only and not as an end product. Differences may exist between the electronic documents and the signed and/or sealed hard copy drawings and other data. In the event of a conflict between the signed drawings and the electronic documents, the signed and/or sealed hard copy documents shall govern.

- 9. Ownership of Documents, including CADD Documents:** ASE shall retain sole and exclusive ownership of all engineering drawings, plans, estimates, reports, original field notes, field data, soil boring logs, calculations and other documents, including CADD documents prepared by this office as instruments of service. ASE agrees that such documents will not be made available to any individual or organization without the written approval of the client. The client may obtain copies of any such documents for information and reference only upon payment in full of all services hereunder and of the cost of reprinting, providing that the client agrees not to make any extensions, amendments or modifications of any documents or copies provided by this office. The client shall not use the instruments of service for future alterations to this project or for other projects, unless the client obtains the written consent of ASE. The client shall defend, indemnify and hold ASE harmless from and against any claims, losses, liabilities and damages arising out of or resulting from the unauthorized use of the documents, including CADD documents.
- 10. Use of Stakes:** Neither the client nor any contractor hired by the client, nor any third party will use stakes or other markers set at the site by ASE for the purpose of construction or installation of any facility or structure before obtaining verification from this office that the stakes or markers were set for the intended purpose and are in place to accuracy appropriate for the intended use.
- 11. Delays:** ASE will not be responsible for delays in the performance of the agreement due to inclement weather, illness, failure of equipment, unanticipated degree of difficulty encountered in performing said services, or delay created within or by approving agencies. In addition, ASE will not be responsible for delays due to changes in conditions on the site or on property adjacent to the site that would adversely impact working conditions requiring delays or additional work.
- 12. Testimony:** Client agrees to pay in accordance with the schedule of fees set forth above for the participation in court by ASE personnel; including time spent preparing affidavits and other documents, research and meetings with the client and with the client's attorney(s). Issuance of a summons shall not relieve the client's financial obligation.
- 13. Professional Services:** All professional services provided by ASE will be performed with that degree of skill and care ordinarily exercised by practicing surveyors performing similar services in the same locality, under the same or similar circumstances and conditions. ASE does not guarantee acceptance or approval of the project by municipal, state or federal agencies.
- 14. Time Limitation:** The agreement is null and void unless executed by the client and returned to this office within thirty (30) days.
- 15. Exclusions:** The scope of services under this contract does not include any services not explicitly listed, including, but not limited to, application and/or municipal fees, meetings or presentations not listed, architectural plans, police detail, off-site roadway improvement plans, off-site utility services or designs not listed, construction layout services, construction equipment charges, laboratory testing, traffic impact and analysis study; or any additional construction related services not listed.
- 16. Dispute Resolution:** Any claim, dispute, or other matter in question relating to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party.
- 17. Entire Agreement:** The signed proposal and the General Terms and Conditions represents the entire and integrated agreement between the client and ASE and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both client and ASE.





**Raymond Design Associates, Inc.**

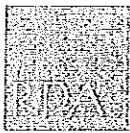
222 North Street, Hingham, Massachusetts 02043  
Telephone 781-749-5530  
Facsimile 781-749-5531

October 1, 2010

Uxbridge School Building Committee  
c/o Joslin Lesser Associates, Inc.  
44 Pleasant Street  
Watertown, Massachusetts 02472

**INVOICE #2010-10-01: Uxbridge High School**  
Uxbridge, Massachusetts

<u>Fee Schedule:</u>	<u>Fee</u>	<u>% Comp</u>	<u>Amt. Earned</u>	<u>Prev Billed</u>	<u>Due This Invoice</u>
<b>Base Contract</b>					
Feasibility Study	\$120,000.00	100%	\$120,000.00	\$120,000.00	\$0.00
Schematic Design	\$180,000.00	100%	\$180,000.00	\$180,000.00	\$0.00
Amendment #1	\$42,130.00	100%	\$42,130.00	\$42,130.00	\$0.00
Amendment #2	\$19,030.00	100%	\$19,030.00	\$19,030.00	\$0.00
<b>Amendment #3 – Control #8892JC135</b>					
Design Development	\$640,000.00	92.0%	\$588,800.00	\$448,000.00	\$140,800.00
Construction Documents	\$1,115,000.00	0.0%	0.00	0.00	\$0.00
Bidding Phase	\$80,000.00	0.0%	0.00	0.00	\$0.00
Construction Phase	\$895,000.00	0.0%	0.00	0.00	\$0.00
Completion Phase	\$94,200.00	0.0%	0.00	0.00	\$0.00
<b>Amendment #4 – Control #( TBD )</b>					
Survey – Site	\$9,460.00	0.0%	0.00	0.00	\$0.00
Survey – Permitting Support	\$20,020.00	0.0%	0.00	0.00	\$0.00
Wetlands – MEPA-ENF, Etc	\$58,300.00	0.0%	0.00	0.00	\$0.00
Traffic	\$68,200.00	0.0%	0.00	0.00	\$0.00
Geotechnical/Geoenviron'l	\$40,775.00	0.0%	0.00	0.00	\$0.00
<b>Total:</b>	<b>\$3,382,115.00</b>		<b>\$949,960.00</b>	<b>\$809,160.00</b>	<b>\$140,800.00</b>
<b>Due This Invoice:</b>					<b>\$140,800.00</b>



**Raymond Design Associates, Inc.**

222 North Street, Hingham, Massachusetts 02043  
Telephone 781-749-5530  
Facsimile 781-749-5531

October 12, 2010

Uxbridge School Building Committee  
c/o Joslin Lesser Associates, Inc.  
44 Pleasant Street  
Watertown, Massachusetts 02472

**INVOICE #2010-10-02: Uxbridge High School**  
Uxbridge, Massachusetts

<u>Fee Schedule:</u>	<u>Fee</u>	<u>% Comp</u>	<u>Amt. Earned</u>	<u>Prev Billed</u>	<u>Due This Invoice</u>
<b>Base Contract</b>					
Feasibility Study	\$120,000.00	100%	\$120,000.00	\$120,000.00	\$0.00
Schematic Design	\$180,000.00	100%	\$180,000.00	\$180,000.00	\$0.00
Amendment #1	\$42,130.00	100%	\$42,130.00	\$42,130.00	\$0.00
Amendment #2	\$19,030.00	100%	\$19,030.00	\$19,030.00	\$0.00
<b>Amendment #3 – Control #8892JC135</b>					
Design Development	\$640,000.00	92.0%	\$588,800.00	\$588,800.00	\$0.00
Construction Documents	\$1,115,000.00	20.0%	\$223,000.00	\$0.00	\$223,000.00
Bidding Phase	\$80,000.00	0.0%	0.00	0.00	\$0.00
Construction Phase	\$895,000.00	0.0%	0.00	0.00	\$0.00
Completion Phase	\$94,200.00	0.0%	0.00	0.00	\$0.00
<b>Amendment #4 – Control #( TBD )</b>					
Survey – Site	\$9,460.00	0.0%	0.00	0.00	\$0.00
Survey – Permitting Support	\$20,020.00	0.0%	0.00	0.00	\$0.00
Wetlands – MBPA-ENF, Etc	\$58,300.00	0.0%	0.00	0.00	\$0.00
Traffic	\$68,200.00	0.0%	0.00	0.00	\$0.00
Geotechnical/Geoenviron'l	\$40,775.00	0.0%	0.00	0.00	\$0.00
<b>Total:</b>	<b>\$3,382,115.00</b>		<b>\$1,172,960.00</b>	<b>\$949,960.00</b>	<b>\$223,000.00</b>
<b>Due This Invoice:</b>					<b>\$223,000.00</b>