

CONSTRUCTION CONTRACT FOR CONSTRUCTION MANAGER AT RISK SERVICES

AMENDMENT NO. 17

WHEREAS, the Town of Uxbridge ("Owner") and Shawmut Design and Construction, (the "Construction Manager at Risk") (Collectively, the "Parties") entered into a contract for Construction Management for the Uxbridge High School Project on October 12, 2010 (the "Contract"); and

WHEREAS, the parties agreed to Amendment No. 1 (Mini-GMP) to the Contract in the amount of \$10,085,382 effective as of February 3rd, 2011; and

WHEREAS, the parties agreed to Amendment No. 2 (Main GMP) to the Contract in the amount of \$25,180,437 effective as of March 30th, 2011; and

WHEREAS, the parties agreed to Amendment No. 3 to the Contract in the amount of \$45,243 effective as of May 18th, 2011; and

WHEREAS, the parties agreed to Amendment No. 4 to the Contract in the amount of \$6,047 effective as of August 17th, 2011; and

WHEREAS, the parties agreed to Amendment No. 5 to the Contract in the amount of \$55,972 effective as of October 26th, 2011; and

WHEREAS, the parties agreed to Amendment No. 6 to the Contract in the amount of \$14,213 effective as of December 14th, 2011; and

WHEREAS, the parties agreed to Amendment No. 7 to the Contract in the amount of \$102,122 effective as of February 22nd, 2012; and

WHEREAS, the parties agreed to Amendment No. 8 to the Contract in the amount of \$413,258 effective as of April 11th, 2012; and

WHEREAS, the parties agreed to Amendment No. 9 to the Contract in the amount of \$2,000,000 effective as of May 9th, 2012; and

WHEREAS, the parties agreed to Amendment No. 10 to the Contract in the amount of \$27,354 effective as of June 13th, 2012; and

WHEREAS, the parties agreed to Amendment No. 11 to the Contract in the amount of \$42,792 effective as of July 18th, 2012; and

WHEREAS, the parties agreed to Amendment No. 12 to the Contract in the amount of \$251,900 effective as of August 22nd, 2012; and

WHEREAS, the parties agreed to Amendment No. 13 to the Contract in the amount of \$45,008 effective as of September 19th, 2012; and

WHEREAS, the parties agreed to Amendment No. 14 to the Contract in the amount of \$65,055 effective as of November 14th, 2012; and

WHEREAS, the parties agreed to Amendment No. 15 to the Contract in the amount of \$6,905 effective as of December 12th, 2012; and

WHEREAS, the parties agreed to Amendment No. 16 to the Contract in the amount of \$61,900 effective as of March 13th, 2013; and

WHEREAS, effective as of July 17th, 2013 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 this Amendment No. 17 with a total value of \$1,828. This amendment is based upon the acceptance of the Construction Manager's Change Order #15 as detailed in the attachments to cover the cost of 3 change order requests (2 adds, 1 credit) which are necessary to address coordination issues.

Fee for Basic Services	Original Contract	Previous Amendments	Amount of This Amendment	After This Amendment
GMP		\$38,386,292	\$1,828	\$38,388,120
Pre-Construction Services	\$69,184	\$17,296	\$0	\$86,480
Total Fee	\$69,184	\$38,403,588	\$1,828	\$38,474,600

2. The Construction Budget shall be as follows:

Original Budget:	\$34,469,807
Amended Budget:	\$38,474,600

3. The Project Schedule shall be as follows:

Original Schedule:	Substantial Completion 07/10/12
Amended Schedule for School:	Substantial Completion 07/27/12
Schedule for Fields:	Substantial Completion 11/16/12

4. 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 Parties have caused this Amendment to be executed by their respective authorized officers.

OWNER

Thomas Rice
 (print name)
Chairman
 (print title)
 By: Thomas Rice
 (signature)
 Date: 7/17/2013

CONSTRUCTION MANAGER AT RISK

STEVEN J SALAMON
 (print name)
PROJECT MANAGER
 (print title)
 By: [Signature]
 (signature)
 Date: 7-17-13



Owner Change Order Number:
015

To: Town of Uxbridge
21 S Main St
Uxbridge, MA 01569

Date: June 24, 2013
Project: Uxbridge High School

Contract Number: 100764
Contract Date: November 12, 2010

The Contract is hereby revised by the following items:
Amendment #17 including PCI 279

Change Request No.	Description	Amount
131a	Changes per PR# 031 (Art studio 242 millwork changes)	\$(2,045.00)
279	Added louver at kiln door per RFI 793a	\$748.00
281	Heating to main vestibules per RFI 803 & PR-090 (RGD's By Others)	\$3,125.00

The Original Contract Value was	\$35,352,299.00
Sum of Changes by prior Owner Change Orders	\$3,120,473.00
The Contract Value prior to this Owner Change Order was	\$38,472,772.00
The Contract Value will be changed by this Owner Change Order in the amount of	\$1,828.00
The New Contract Value including this Owner Change Order will be	\$38,474,600.00
The Contract duration will be changed by	TBD Days
The Revised Substantial Completion date as of this Owner Change Order is	January 4, 2013

By: Steven Salamon, Shawmut Design & Construction

Date

7-17-13

By: Gene Raymond, RDA Architecture

Date

7-17-2013

By: Town of Uxbridge, Town of Uxbridge

Date

7-17-2013



Change Request 131a

To: Town of Uxbridge
Town of Uxbridge
21 S Main St
Uxbridge, MA 01569

Date:
Project #: 100764
Project: Uxbridge High School

Description: Changes per PR# 031 (Art studio 242 millwork changes)

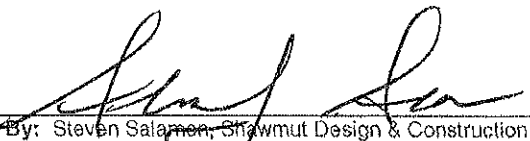
Item Description	Amount
Iaccarino changes per PR# 31, COR# 6. Added counter and legs, PL to be by Wilsonart. (Credit back work not performed)	\$(2,045)
Total:	\$(2,045)

Type:

Schedule Impact: This change will add 0 day(s) to the contract completion date.

Overtime: Project OT Not Required

Notes:


By: Steven Salamon, Shawmut Design & Construction

Date:

7-17-13


By: Gene Raymond, RDA Architecture

Date:

7-17-2013


By: Town of Uxbridge, Town of Uxbridge

Date:

7-17-2013



Change Request 279

To: Town of Uxbridge
Town of Uxbridge
21 S Main St
Uxbridge, MA 01569

Date:
Project #: 100764
Project: Uxbridge High School

Description: Added louver at kiln door per RFI 793a

Item Description	Amount
GMC - Add louver at kiln door per RFI 793a	\$697
.85% Payment & Performance Bond	\$6
1.2% General Liability Insurance	\$8
.2% Builder's Risk	\$1
5% Fee	\$36
Total:	\$748

Type:

Schedule Impact: This change will add 0 day(s) to the contract completion date.

Overtime: Project OT Not Required

Notes:

By: Steven Salamon, Shawmut Design & Construction

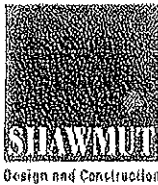
Date: 7-17-13

By: Gene Raymond, RDA Architecture

Date: 7-17-2013

By: Scott P. TM
Town of Uxbridge, Town of Uxbridge

Date: 7-17-2013



Request for Information 793a

Project # 100764
Uxbridge High School
300 Quaker Highway
Uxbridge, MA 01569

Shawmut Design and Construction

Tel: (617) 622-7184 Fax: (617) 622-8184

RFI # 793a Date Created: 11/19/2012

To: From:

Jeff Yost
RDA Architecture
60 Ledgewood Place
Rockland, MA 02370

Luke Kenbeek
Shawmut Design and Construction
560 Harrison Avenue
Boston, MA 02118

Subject: Kiln Room Door Opening During Exhaust Fan Operation Discipline: Architectural Category:

Cost Impact: TBD Amount: \$ Sched Impact: 0 Days Dwg Impact: TBD

Question: The response to RFI #793 noted that a transfer grille is to be provided for this door. Please note that for a transfer grille to be provided at this door, the grille would have to be shop-installed, increasing cost and impact to the owner. Please confirm that a transfer grille should still be provided, and if so, please provide a specification for said grille. Date Required: 11/26/2012

Suggestion:

Answer: Date Answered:

Per the job meeting of 12/5/12, it was agreed that the grille will remain in the door.
Per RFI 793 R1 response, the specification reference was provided.
Jeff Yost / RDA 12/11/12

Cc: Company Name Contact Name Copies Notes

Grille was put in wall
due to cost.



GENERAL MECHANICAL
CONTRACTORS, INC.
29A SWORD STREET
AUBURN, MA 01501

PHONE (508) 754-7360
FAX (508) 756-6570
MPL#12087

CHANGE ORDER REQUEST

BILL

TO: Shawmut Design and Construct.
560 Harrison Avenue
Attn: Accounts Payable
Boston MA 02118

WORK Uxbridge High School
DONE 246-270 Quaker Highway
AT: Uxbridge, MA 01569
SDC Project# 100764

CUST# 73134

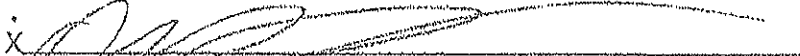
JOB NO.	CUST ORDER#	TERMS	REQUEST NUMBER	DATE
DM4588-624	4/7/11 Subcont	NET 10	624	2/25/13

*****CHANGE ORDER#*****

WE AGREE HEREBY TO MAKE THE CHANGE (S) SPECIFIED
BELOW.

DATE 2/25/13

AUTHORIZED SIGNATURE (CONTRACTOR):

X 

DATE OF ACCEPTANCE

SIGNATURE (OWNER)

X _____

THE BELOW PRICES AND SPECIFICATIONS OF THIS
CHANGE ORDER ARE SATISFACTORY AND ARE HEREBY
ACCEPTED. ALL WORK TO BE PERFORMED UNDER SAME
TERMS AND CONDITIONS AS SPECIFIED IN ORIGINAL
CONTRACT UNLESS OTHERWISE STIPULATED.

PROVIDE AND INSTALL TRANSFER GRILLES AND FIRE
DAMPER IN KILN ROOM AS REQUESTED BY SHAWMUT.
LABOR: SHEET METAL 4 MAN HRS@ \$85...\$340.00
MATERIAL: \$310 X .15%.....\$357.00
C/O REQUEST TOTAL

697.00

\$697.00

General
Mechanical
Contractors, Inc. MPL# 12087

29 A Sword Street
Auburn, MA 01501
Phone (508) 754-7366
Fax (508) 756-6750

February 25, 2013

Shawmut Design and Construction
3 Davol Square, Suite A275
Providence, RI 02903

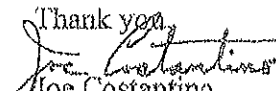
Telephone: 501-752-6532
Fax: 616-622-8118

RE: Uxbridge High School
Transfer Grille in Kiln Room

Provide and install transfer grilles and fire damper as requested by Shawmut Design and Construction

\$697.00

Labor: Sheet Metal -- 4 mhrs at \$85.00 ==	\$340.00
Material: 310.00 X 15% ==	\$357.00

Thank you,

Joe Costantino
Project Manager

JC/arl

Attachments: Vendor Quotation
T & M Verification

General
Mechanical
Contractors, Inc. MPL #12087

29 A Sword Street
Auburn, MA 01501
Phone (508) 754-7366
Fax (508) 756-6750

ADDITIONAL WORK AUTHORIZATION

Job Name UX BRIDGE Job# DM 4588
Date: 2-22-13

Work Requested By: Name _____
Please Print Company _____
Title _____

Description of Work
INSTALL IRONFOR GRILLS AND FIRE DAMPER
IN ~~THE~~ KLM ROOM #C247.1

Is This Work Complete Yes ☒ No ☐

Hours 4

Material Used: _____

~~2-14x14~~ 2-14x14 RFT GRILLS FIRE DAMPER
14x14 DUCT

Truck: Yes ☐ No ☒

Authorized Signature: Pat A. Petalio

Company _____
Title _____

Buckley Associates, Inc.

385 King Street - P.O. Box 1410
Hanover, MA 02330
(781) 878-5000
Fax (781) 871-9435



Quote Number 122517
Bid Date 02/18/2013
Salesperson JAMES WARSHESKI

QUOTATION

** Customer List **

Page 1 of 1

Project UXBRIDGE HIGH SCHOOL
Location UXBRIDGE, MA
Plan Date
Engineer No Assigned Engineer
Addendum



Qty	Product	Description	Price
SHEET METAL PRODUCTS			
2	RGD	PRICE INDUSTRIES MODEL 530 RETURN GRILLE WITH STANDARD WHITE FINISH, SURFACE MOUNTING (2) 14"x14" - NO DAMPER	\$135
1	FIRE DAMPERS	GREENHECK MODEL DFD-150 DYNAMIC IN STREAM FIRE DAMPER WITH 165 DEG F FUSIBLE LINK & SPRING (14"x14") - NO SLEEVE	\$175

Sheet Metal Notes

Unless specifically noted, all registers, grilles, and diffusers are quoted with standard white finish. All diffusers that have t-bar lay-in panels are quoted for standard 15/16 inch ceiling grid. If any type of supply diffuser or return grille is to require a sheet rock frame please add \$33 each for a 2'x2' frame and \$59 for a 4'x2' frame. Above pricing does not include cable operated dampers. If any are required, please add \$125 for each damper assembly.

Terms & Conditions

** This quote is based on a customer list. Buckley Associates will not be responsible for compliance with plans or specifications **

The above quotation is based on standard factory lead times and a one time release unless specifically noted. Any changes or cancellations made to orders after release may be subject to additional fees. The above quotation is valid for 60 days from the date of the quote. Prices do not include local sales tax. All standard terms and conditions of Buckley Associates or the manufacturer responsible for the billing applies. (Copy provided upon request)

QUOTATION TOTAL \$ 310



Change Request 281

To: Town of Uxbridge
Town of Uxbridge
21 S Main St
Uxbridge, MA 01569

Date:
Project #: 100764
Project: Uxbridge High School

Description: Heating to main vestibules per RFI 803 & PR-090 (RGD's By Others)

Item Description	Amount
GMC - Heating to main vestibules per RFI 803 & PR-090 (RGD's By Others)	\$2,910
SDC - Additional GC's (\$0 if work is performed during week of 4/16)	\$0
.85% Payment & Performance Bond	\$25
1.2% General Liability Insurance	\$35
.2% Builder's Risk	\$6
5% Fee	\$149
Total:	\$3,125

Type:

Schedule Impact: This change will add 0 day(s) to the contract completion date.

Overtime: Project OT Not Required

Notes:

Pricing is for temp sensors & thermostats only. All other work is not included.

By: Steven Salamon, Shawmut Design & Construction

Date: 7.17.13

By: Gene Raymond, RDA Architecture

Date: 7-17-2013

By: Town of Uxbridge, Town of Uxbridge

Date: 7.17.2013



Service Contractors Inc.

PROPOSAL

Project Name: Uxbridge High School
Bid due date: ASAP

April 10, 2013

HVAC/R proposes to add two new temperature sensors in each vestibule that is served by AHU-3.

- **Vestibule Temperature Controls**
 - Provide, install and wire two (2) new Stainless Steel type temperature sensors. Sensor to be installed on the ceiling.
 - Provide, install and wire two (2) new Bacnet thermostats to be added to the existing Bacnet network.
 - Provide, install and wire all necessary control transformer and cables.
 - Provide additional programming to override AHU-3 as required to maintain temperature during the winter months only.

Notes

- All work shall be performed during required working hours
- Proposal valid for 30 days

Total Net ...\$2910.00 Two Thousand Nine Hundred Ten Dollars

Performance Bond: **Not Included**
Sales/Use Tax: **Not Included**
Prevailing Wage: **Included**

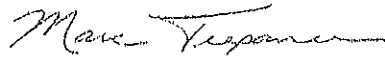
Progress payments within 30 days of invoice date.

ACCEPTED BY:

Company Name: _____

Signature
Name: _____
Title: _____
Date: _____

SUBMITTED BY:
HVAC/R Services



Signature
Marc Trepanier

TOWN OF UXBRIDGE

Receipt Types

Roll Type	Receipt Type	Receipt Description	Adj	District	Year	Seq	RS	RSS	Fee	Summary
TREASURER	123-01	SELECTMEN VEHICLE DEALER LICENSE							0.00	
	Status: Active									
	Form:									
	Import Invoice Fee Override:	No	GR Fee Override:	Yes	Update Def Revenue:	No	Require Form:	No		
	Bill Validation:	Yes	Invoice Entry Fee Override:	No	Update GL for Write-Off:	No	Auto Open Form:	Yes		
	GL Account Override:	No	Sales Tax:	No						
Mill Rate:	100	Cash:	100.000.1040				Revenue / Receivable:	100.123.4420		
Desc:		Revenue:					Write Off:			
		Deferred Revenue:					Adjustment:			
TREASURER	123-02	SELECTMEN AMUSEMENT LICENSE							0.00	
	Status: Active									
	Form:									
	Import Invoice Fee Override:	No	GR Fee Override:	Yes	Update Def Revenue:	No	Require Form:	No		
	Bill Validation:	Yes	Invoice Entry Fee Override:	No	Update GL for Write-Off:	No	Auto Open Form:	Yes		
	GL Account Override:	No	Sales Tax:	No						
Mill Rate:	100	Cash:	100.000.1040				Revenue / Receivable:	100.123.4420		
Desc:		Revenue:					Write Off:			
		Deferred Revenue:					Adjustment:			
TREASURER	123-03	SELECTMEN MISC OTHER LICENSES							0.00	
	Status: Active									
	Form:									
	Import Invoice Fee Override:	No	GR Fee Override:	Yes	Update Def Revenue:	No	Require Form:	No		
	Bill Validation:	Yes	Invoice Entry Fee Override:	No	Update GL for Write-Off:	No	Auto Open Form:	Yes		
	GL Account Override:	No	Sales Tax:	No						
Mill Rate:	100	Cash:	100.000.1040				Revenue / Receivable:	100.123.4320		
Desc:		Revenue:					Write Off:			
		Deferred Revenue:					Adjustment:			

TOWN OF UXBRIDGE

Receipt Types

Roll Type	Receipt Type	Receipt Description	Adj	District	Year	Seq	RS	RSS	Fee	Summary
TREASURER	123-04 Status: Active Form:	SELECTMEN ALCOHOL LICENSES							0.00	
	Import Invoice Fee Override: No	GR Fee Override: Yes		Update Def Revenue: No				Require Form: No		
	Bill Validation: Yes	Invoice Entry Fee Override: No		Update GL for Write-Off: No				Auto Open Form: Yes		
	GL Account Override: No	Sales Tax: No								
Mill Rate:	100	Cash:	100.000.1040					Revenue / Receivable: 100.123.4410		
Desc:		Revenue:						Write Off:		
		Deferred Revenue:						Adjustment:		
TREASURER	123-05 Status: Active Form:	SELECTMEN LOAM & GRAVEL PERMITS							0.00	
	Import Invoice Fee Override: No	GR Fee Override: Yes		Update Def Revenue: No				Require Form: No		
	Bill Validation: Yes	Invoice Entry Fee Override: No		Update GL for Write-Off: No				Auto Open Form: Yes		
	GL Account Override: No	Sales Tax: No								
Mill Rate:	100	Cash:	100.000.1040					Revenue / Receivable: 100.123.4450		
Desc:		Revenue:						Write Off:		
		Deferred Revenue:						Adjustment:		
TREASURER	123-06 Status: Active Form:	SELECTMEN ROAD ACCEPTANCE FEES							0.00	
	Import Invoice Fee Override: No	GR Fee Override: Yes		Update Def Revenue: No				Require Form: No		
	Bill Validation: Yes	Invoice Entry Fee Override: No		Update GL for Write-Off: No				Auto Open Form: Yes		
	GL Account Override: No	Sales Tax: No								
Mill Rate:	100	Cash:	100.000.1040					Revenue / Receivable: 100.123.4320		
Desc:		Revenue:						Write Off:		
		Deferred Revenue:						Adjustment:		

TOWN OF UXBRIDGE

Receipt Types

Roll Type	Receipt Type	Receipt Description	Adj	District	Year	Seq	RS	RSS	Fee	Summary
TREASURER	123-07	SELECTMEN POLL HEARINGS							0.00	
	Status: Active									
	Form:									
	Import Invoice Fee Override:	No	GR Fee Override:	Yes	Update Def Revenue:	No	Require Form:	No		
	Bill Validation:	Yes	Invoice Entry Fee Override:	No	Update GL for Write-Off:	No	Auto Open Form:	Yes		
	GL Account Override:	No	Sales Tax:	No						
Mill Rate:	100	Cash:	100.000.1040				Revenue / Receivable:	100.123.4840		
Desc:		Revenue:					Write Off:			
		Deferred Revenue:					Adjustment:			
TREASURER	123-08	BLANCHARD REUSE RFP UXB13-0002							0.00	
	Status: Active									
	Form:									
	Import Invoice Fee Override:	No	GR Fee Override:	Yes	Update Def Revenue:	No	Require Form:	No		
	Bill Validation:	Yes	Invoice Entry Fee Override:	No	Update GL for Write-Off:	No	Auto Open Form:	Yes		
	GL Account Override:	No	Sales Tax:	No						
Mill Rate:	100	Cash:	901.000.1040.00000924				Revenue / Receivable:	901.175.4785.00000924		
Desc:		Revenue:					Write Off:			
		Deferred Revenue:					Adjustment:			