

12/12/12TR

CC: DG T. Counsel  
JC T. Clerk  
File

## **CONSTRUCTION CONTRACT FOR CONSTRUCTION MANAGER AT RISK SERVICES**

### **AMENDMENT NO. 15**

**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**, effective as of December 12th, 2012 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. 15 with a total value of \$6,905. This amendment is based upon the acceptance of the Construction Manager's Change Order #13 as detailed in the attachments to cover the cost of 6 change order requests which are necessary to address coordination items, owner scope adjustments and changes required by authorities having jurisdiction

Fee for Basic Services	Original Contract	Previous Amendments	Amount of This Amendment	After This Amendment
GMP		\$38,317,487	\$6,905	\$38,324,392
Pre-Construction Services	\$69,184	\$17,296	\$0	\$86,480
<b>Total Fee</b>	<b>\$69,184</b>	<b>\$38,334,783</b>	<b>\$6,905</b>	<b>\$38,410,872</b>

2. The Construction Budget shall be as follows:

Original Budget:	\$34,469,807
Amended Budget:	\$38,410,872

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

PETER A. PETRILLO  
(print name)  
CHAIR BOS  
(print title)  
By: P. A. Petrillo  
(signature)  
Date: 12/12/12

CONSTRUCTION MANAGER AT RISK

Josiah Herbert  
(print name)  
Project Manager  
(print title)  
By: [Signature]  
(signature)  
Date: 12/16/12



## Prime Contract Change Order

**Project :** Uxbridge High School  
300 Quaker Highway  
Uxbridge, MA 01569

**SDC Project # :** 100764  
**Tel:** (617) 622-7184  
**Fax:** (617) 622-8184

**No: 013**

**Date:** 12/6/2012

**To:**  
Shawmut Design and Construction  
560 Harrison Avenue  
Boston, MA 02118

**Contract Date:** 2/18/2011  
**Contract Number:** 100764

The Contract is hereby revised by the following items:

Amendment #15 including COR's 170-175

COR #	PCO	Description	Amount
170	267a	Changes per PR-83 R1 (Second Floor Corridor Rating Option 2)	\$ 2,135
171	271	Irrigation water service changes	\$-497
172	226	Changes per PR# 062 (Added gymnasium occupancy sign)	\$ 365
173	222	Relocation of wire rack from room 146.6 to 146.2 per request of Barry Giles	\$ 923
174	194	Tie neutralization system & sewage ejector pumps into the BMS per RFI# 596a and Town request	\$ 1,643
175	259a	Changes per RFI 786 (Add 2x stops signs at parking lot)	\$ 2,336
			<u>\$ 6,905</u>

### Change To Contract Sum

The original Contract Value was.....	\$35,352,299
Sum of changes by prior Prime Contract Change Orders.....	\$3,051,688
The Contract Value prior to this Prime Contract Change Order was.....	\$38,403,987
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$6,905
The new Contract Value including this Prime Contract Change Order will be.....	<u>\$38,410,872</u>

### Change To Contract Time

The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	11/16/2012

Town of Uxbridge

OWNER:

21 S Main St  
Uxbridge, MA 01569

By: Peter A. Petrillo

Signature

Date

RDA Architecture

ARCHITECT

222 North Street  
Hingham, MA 02043

By: Gene Raymond

Signature

Date

Shawmut Design and  
Construction

CONTRACTOR

560 Harrison Avenue  
Boston, MA 02118

By: Josiah Herbert

Signature

Date

12/4/12



## Change Order Request # 170

To: Peter A. Petrillo  
Town of Uxbridge  
21 S Main St  
Uxbridge, MA 01569

Date: 12/6/2012  
Project #: 100764  
Project: Uxbridge High School

Fax:

Description: Changes per PR-83 R1 (Second Floor Corridor Rating Option 2)

Item

Horner - PR-83R1 Option 2. Cost is to furnish and install mullion only attached to a suitable surface.

Amount  
\$2,135

Total \$2,135

Type: Lump sum proposal  
Schedule Impact: This change will add 0 days to the contract completion date.  
Overtime Impact: This change will not require project overtime

Cost is for furnishing and installing mullion into a suitable surface/substrate only. No provisions for providing a suitable surface/substrate are included. No other costs or work are included.

Please review, sign and return to the undersigned.

Sincerely,

Josiah Herbert  
Shawmut Design and Construction

Owner

Peter A. Petrillo - Board of Selectmen, Town of Uxbridge

Date:

Owner 2

Dave Krawitz - , Joslin Lesser & Assoc.

Date:

Architect

Gene Raymond - Principal, RDA Architecture

Date:

PM

Josiah Herbert - Project Manager, Shawmut Design and Construction

Date: 12/4/12



## Change Order Request # 171

To: Peter A. Petrillo  
Town of Uxbridge  
21 S Main St  
Uxbridge, MA 01569

Date: 12/6/2012  
Project #: 100764  
Project: Uxbridge High School

Fax:

Description: Credit for irrigation system quick connects

Item

Greenscapes - Delete/Cut/Cap quick disconnects at North & South fields

Amount

\$(497)

Total

\$(497)

Type: Lump sum proposal  
Schedule Impact: This change will add 0 days to the contract completion date.  
Overtime Impact: This change will not require project overtime

Please review, sign and return to the undersigned.

Sincerely,

Josiah Herbert  
Shawmut Design and Construction

Owner

Peter A. Petrillo - Board of Selectmen, Town of Uxbridge

Date:

Owner 2

Dave Krawitz - , Joslin Lesser & Assoc.

Date:

Architect

Gene Raymond - Principal, RDA Architecture

Date:

PM

Josiah Herbert - Project Manager, Shawmut Design and Construction

Date: 12/4/12

CC:  
REF. PCO: 271



## Change Order Request # 172

**To:** Peter A. Petrillo  
Town of Uxbridge  
21 S Main St  
Uxbridge, MA 01569

**Date:** 12/6/2012  
**Project #:** 100764  
**Project:** Uxbridge High School

**Fax:**

**Description:** Provide occupancy sign at gymnasium

Item	Amount
Back Bay - Added gym occupancy sign	\$340
.85% Payment & Performance Bond	\$3
1.2% General Liability Insurance	\$4
.2% Builder's Risk	\$1
5% Fee	\$17
<b>Total</b>	<b>\$365</b>

**Type:** Lump sum proposal  
**Schedule Impact:** This change will add 0 days to the contract completion date.  
**Overtime Impact:** This change will not require project overtime

Please review, sign and return to the undersigned.

Sincerely,

Josiah Herbert  
Shawmut Design and Construction



Change Order Request 172

Owner

Peter A. Petrillo - Board of Selectmen, Town of Uxbridge

Date:

Owner 2

Dave Krawltz - , Joslin Lesser & Assoc.

Date:

Architect

Gene Raymond - Principal, RDA Architecture

Date:

PM

Josiah Herbert - Project Manager, Shawmut Design and Construction

Date: 12/4/12

CC:

REF. PCO: 226



## Change Order Request # 173

**To:** Peter A. Petrillo  
Town of Uxbridge  
21 S Main St  
Uxbridge, MA 01569

**Date:** 12/6/2012  
**Project #:** 100764  
**Project:** Uxbridge High School

**Fax:**

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**Description:** Relocate wire rack from room 146.6 to 146.2

**Item**

**Amount**

Interstate - Build and mount swing rack per Barry Giles	\$860
.85% Payment & Performance Bond	\$7
1.2% General Liability Insurance	\$10
.2% Builder's Risk	\$2
5% Fee	\$44

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**Total** **\$923**

**Type:** Lump sum proposal  
**Schedule Impact:** This change will add 0 days to the contract completion date.  
**Overtime Impact:** This change will not require project overtime

Please review, sign and return to the undersigned.

Sincerely,

Josiah Herbert  
Shawmut Design and Construction





Change Order Request 173

Owner

Peter A. Petrillo - Board of Selectmen, Town of Uxbridge

Date:

Owner 2

Dave Krawitz - , Joslin Lesser & Assoc.

Date:

Architect

Gene Raymond - Principal, RDA Architecture

Date:

PM

Josiah Herbert - Project Manager, Shawmut Design and Construction

Date: 12/4/12

CC:

REF. PCO: 222



## Change Order Request # 174

**To:** Peter A. Petrillo  
Town of Uxbridge  
21 S Main St  
Uxbridge, MA 01569

**Date:** 12/6/2012  
**Project #:** 100764  
**Project:** Uxbridge High School

**Fax:**

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**Description:** Connect sewage ejector & neutralization system to BMS

**Item**

	<b>Amount</b>
GMC - Tie neutralization system to BMS	\$1,530
.85% Payment & Performance Bond	\$13
1.2% General Liability Insurance	\$19
.2% Builder's Risk	\$3
5% Fee	\$78
<b>Total</b>	<b>\$1,643</b>

**Type:** Lump sum proposal  
**Schedule Impact:** This change will add 0 days to the contract completion date.  
**Overtime Impact:** This change will not require project overtime

Please review, sign and return to the undersigned.

Sincerely,

Josiah Herbert  
Shawmut Design and Construction



Change Order Request 174

Owner

Peter A. Petrillo - Board of Selectmen, Town of Uxbridge

Date:

Owner 2

Dave Krawitz - , Joslin Lesser & Assoc.

Date:

Architect

Gene Raymond - Principal, RDA Architecture

Date:

PM

Josiah Herbert - Project Manager, Shawmut Design and Construction

Date: 12/4/12

CC:

REF. PCO: 194



## Change Order Request # 175

**To:** Peter A. Petrillo  
Town of Uxbridge  
21 S Main St  
Uxbridge, MA 01569

**Date:** 12/6/2012  
**Project #:** 100764  
**Project:** Uxbridge High School

**Fax:**

**Description:** Add 2x stop signs at parking lot

**Item**

Welch - Add 2x stops signs at parking lot per RFI 786  
.85% Payment & Performance Bond  
1.2% General Liability Insurance  
.2% Builder's Risk  
5% Fee

**Amount**

\$2,176  
\$19  
\$26  
\$4  
\$111

**Total** **\$2,336**

**Type:** Lump sum proposal  
**Schedule Impact:** This change will add 0 days to the contract completion date.  
**Overtime Impact:** This change will not require project overtime

Please review, sign and return to the undersigned.

Sincerely,

Josiah Herbert  
Shawmut Design and Construction



Change Order Request 175

Owner

Peter A. Petrillo - Board of Selectmen, Town of Uxbridge

Date:

Owner 2

Dave Krawitz - , Joslin Lesser & Assoc.

Date:

Architect

Gene Raymond - Principal, RDA Architecture

Date:

PM

Josiah Herbert - Project Manager, Shawmut Design and Construction

Date: 12/4/12

CC:

REF. PCO: 259a

# **ATTACHMENT F**

## **CONTRACT FOR DESIGNER SERVICES**

### **AMENDMENT NO. 15**

**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  
Amendment No. 5 was approved by the SBC on October 7, 2010 and  
Amendment No. 6 was approved by the SBC on November 29, 2010 and  
Amendment No. 7 was approved by the COWG on December 15, 2010 and  
Amendment No. 8 was approved by the SBC on February 2, 2011 and  
Amendment No. 9 was approved by the SBC on May 18, 2011 and  
Amendment No. 10 was approved by the SBC on October 26, 2011 and  
Amendment No. 11 was approved by the SBC on April 11th, 2012 and  
Amendment No. 12 was approved by the SBC on May 9th, 2012 and  
Amendment No. 13 was approved by the SBC on June 13th, 2012,  
Amendment No. 14 was approved by the SBC on August 22nd, 2012

**WHEREAS**, the parties wish to amend the Contract with Amendment No. 15 as of December 12, 2012;

**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 services for geotechnical consulting for construction of athletic fields:

Proposed Additional Fee: **NTE \$23,341**

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:

<b>Fee for Basic Services</b>	<b>Original Contract</b>	<b>Previous Amendments</b>	<b>Amount of This Amendment</b>	<b>After This Amendment</b>
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		\$1,133,420		NTE \$1,133,420
Bidding Phase		\$83,960		\$83,960
Construction Phase		NTE \$901,000		NTE \$901,000
Completion Phase		\$94,200	NTE \$11,351	NTE \$105,551
GeoTech & GeoEnv		NTE \$128,653	NTE \$11,990	NTE \$140,643
Site Survey		NTE \$41,250		NTE \$41,250
Wetlands		NTE \$141,312		NTE \$141,312
Traffic Studies		NTE \$68,200		NTE \$68,200
Total Fee	\$300,000	NTE \$3,293,155	NTE \$23,341	NTE \$3,616,496

3. The Construction Budget shall be as follows:

Original Budget:	\$35,293,766
Amended Budget:	\$37,293,766

4. The Project Schedule shall be as follows:

Original Schedule:	
Amended Schedule:	Design Development Complete 10/07/10 Construction Documents Complete 02/04/11 Substantial Building Completion 07/27/12 Substantial Fields Completion 11/16/12

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

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: \_\_\_\_\_