

CC: T Clerk
T Counsel
File
Acct.

ATTACHMENT F

CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. 11

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 on February 2, 2011 and Amendment No. 9 was approved on May 18, 2011 and Amendment No. 10 was approved on October 26, 2011

WHEREAS, the parties wish to amend the Contract with Amendment No. 11 as of April 11th, 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 to revise construction documents per modified scope of athletic fields to facilitate new bids, per the attached fee proposal letter. The cost of construction for this sitework would be covered by supplemental funds raised by the Town of Uxbridge, therefore, this additional service would not be eligible for MSBA reimbursement.

Proposed Additional Fee: **NTE \$18,420**

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	NTE \$18,420	NTE \$1,133,420
Bidding Phase		\$83,960		\$83,960
Construction Phase		\$895,000		\$895,000
Completion Phase		\$94,200		\$94,200
GeoTech & GeoEnv		NTE \$94,690		NTE \$94,690
Site Survey		NTE \$21,230		NTE \$21,230
Site Survey		\$20,020		\$20,020
Wetlands		NTE \$141,312		NTE \$141,312
Traffic Studies		NTE \$68,200		NTE \$68,200
Total Fee	\$300,000	NTE \$3,234,772	NTE \$18,420	NTE \$3,553,192

3. The Construction Budget shall be as follows:

Original Budget: \$0
Amended Budget: \$35,293,766

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 Completion 07/27/12

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

Beth A. Pitman

(print name)

Vice Chair, Board of Selectmen

(print title)

By: [Signature]

(signature)

Date: 11/19/12

DESIGNER

GENE S. RAYMOND, JR

(print name)

PRESIDENT, RAYMOND DESIGN ASSOCIATES.COM

(print title)

By: [Signature]

(signature)

Date: 4-5-2012



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

April 4, 2011

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

Re: Contract Amendment #11 – Additional Services
Uxbridge High School

David:

We are pleased to submit our proposal for Additional Services for the Design Development through 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:

- Provide support services to the Town of Uxbridge for additional project-related civil and electrical services as outlined in the attached BSC Group Proposal dated March 30, 2012, and as articulated below, including:
 - In support of the Town initiative to obtain additional funding for a partial scope of athletic fields, RDA/BSC/TCI were directed to provide Design Work and to Compile Contract Documents for the use of the CM to obtain pricing for revised scope at the South Athletic Fields.
 - BSC's scope is as articulated on their proposal (attached)
 - TCI will provide drawings showing empty conduits for power and data at future amenities on the South Athletic Field, including the Press Box, Field Lighting, Scoreboard, and Facilities Building.
 - RDA will provide coordination and support services as required to implement this work.
 - A separate contract amendment will be provided for Construction Administration and SWPPP services, which would only be implemented should the project receive funding.

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 thru #10.

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)	<u>\$94,200</u>
Total Basic Services	\$3,124,200

Previously Approved Additional Services

- Additional Services to Date (Amendments #1-10 less #3): **\$410,572**

Additional Services – Amendment #11

• BSC Group:	
o Not to Exceed \$12,200 x 1.1 Markup =	\$13,420
• Thompson Consultants:	
o No Charge =	\$0
• Raymond Design Associates:	
o Hourly, Not-To-Exceed =	<u>\$5,000</u>
Total Additional Services – Amendment #11 Not-to-Exceed:	\$18,420

Total Services – Basic Services + Amendments #1 - 11: \$3,553,192

ASSUMPTIONS

Please find BSC Group proposal dated March 30, 2012 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



March 30, 2012

Mr. Gene S. Raymond, Jr., AIA

President

Raymond Design Associates, Inc.

222 North Street

Hingham, MA 02043-4619

RE: Uxbridge High School, Extra Services - Construction Documents
Track & Field (South Play Field)

www.bscgrp.com

Fax: 508-792-4509

800-288-8133

Tel: 508-792-4500

Worcester, MA 01608

33 Waldo Street

Dear Mr. Raymond:
BSC Group (BSC) is pleased to provide extra services to Raymond Design Associates, Inc. (RDA) related to the request from the Town of Uxbridge to provide revised construction documents for the track and field area located in the southeast portion of the school site. BSC has prepared this proposal based upon the following understanding of your needs and circumstances that have affected the scope of services:

- The Town is seeking approximately two million dollars in additional funding at the May 8th Town Meeting to construct the south field area that will include; track, artificial turf multi-purpose field, fencing, associated infrastructure, pedestrian paths and vehicular access.
- Time is of the essence. The Town has requested the design team to start working immediately on a design package for the south playfield for Shawmut to price and begin construction the week of May 10th with substantial completion by November 30th. The CD package is to be completed one week from the notice to proceed. Since the outcome of the Town meeting vote and subsequent funding is unknown at this time, the Town has requested that this extra services proposal provide separate cost breakdowns for the following scope items:
 1. Construction Documents for pricing and construction (*provided herein*)
 2. Construction Administration - timeline will run from May 1st thru November 30th (*provided separately*)
 3. SWPPP Inspections - timeline will run from May 1st thru November 30th (*provided separately*)
- The basis for redesign of the south field area is a plan titled "Revised Grading Sketch Plan (SK-X) and dated 9/16/11. The specific design elements are to include the following:

South Athletic Fields:

- an artificial turf multi-purpose field
- synthetic surface running track
- the "value-engineered" trench drain
- the fence around the track
- the field events that fit within the fenced boundary
- underground piping for a hook up of irrigation sprinklers, but only go from the sprinkler heads underground to some point outside the fence where a treaded connection would be available to connect to a hydrant for water. The town will not be installing the irrigation well or any irrigation systems other than this 'empty' pipe for the turf field.

Engineers
Environmental
Scientists
GIS Consultants
Landscape
Architects
Planners
Surveyors



- the retaining wall as designed by others, and the concrete pad for the press box
- empty conduit between the press box (slab only, so stub up and cap), the future field facility building, the scoreboard and the sports lighting will be specified and drawn by TCI.
- the soils mitigation work
- a paved path meeting ADA/AAB requirements connecting the playfield to the locker room entry door and the parking lot up on the first level.
- seeding for slope stabilization
- seeding/stabilization of disturbed areas not otherwise treated.
- The south field area topography has been altered since the time the original existing conditions survey was completed. The site contractor provided BSC with a limited topographic survey and plan of the altered area. This limited survey was used to update the existing conditions plan. BSC will utilize this information for design purposes however, since the survey was not performed by a licensed surveyor, we will not attest to the accuracy of the information provided.

1.0 SCOPE OF SERVICES

The following services will be performed as part of this Agreement:

1.1 Construction Documents

BSC will prepare construction drawings (CD) for pricing and construction purposes using the Revised Grading Sketch Plan (SK-X) dated 9/16/11 as the basis for redesign of the south track and field area. We will complete and distribute the CD plan set and specifications to the Project Architect, OPM, and the SBC for review and comment. The drawings revised per the comments and the final CD plan set will include additional information, notes and details to define the scope of site work to be completed by the contractor. The drawings will be labeled "Issued For Construction" and will be dated the anticipated pricing date.

The plans and supporting documents to be provided will include:

- Cover Sheet with site locus and index
- Plans will be generated showing: Existing Conditions, Site Preparation and Erosion Control, Layout and Materials, Grading and Drainage, Utilities, and Planting as appropriate.
- Details will be prepared to support the proposed work.
- Technical Specifications will be prepared for the proposed site work.

2.0 ADDITIONAL SERVICES

The following services are not included as a part of this Agreement. These services may become necessary based upon the conclusions derived from the performance of the proposed scope above. If required, these services will be performed for an additional fee to be paid on an hourly basis in accordance with the attached BSC Fee Schedule.

- Survey services.
- Any local or state permitting



- Preparation of any plans other than that described in Section 1.0 above.
- Investigation of the site for hazardous materials or any subsurface test well or soils analysis program.
- Retaining wall design and any associated structural calculations.
- Preparation of a storm water/drainage report.
- Flow test to determine available water pressure.
- Bid and Construction support services.
- Any other services not specifically described in Section 1.0 above.

3.0 SCHEDULE

BSC proposes to begin the services identified in the Scope of Services of this Agreement upon receipt of written authorization to proceed and will coordinate the schedule for completion of the various tasks with RDA.

4.0 FEES FOR SERVICES

Total Fee Not-to-Exceed **\$12,200**

BSC proposes to provide the services described in Section 1.0 above per the terms and conditions of the existing agreement. The services shall be rendered on a time and materials basis and for a not-to-exceed fee of \$12,200. Fees shall be invoiced monthly based on time and materials plus reimbursable expenses for the services listed. It is assumed that RDA shall in turn invoice the Owner promptly and inform BSC of any specific invoicing formats or billing schedule that would expedite payment of invoices.

5.0 GENERAL CONSIDERATIONS

- 5.1 BSC will perform all services in a timely manner, but it is agreed between the parties that BSC cannot be responsible for delays occasioned by factors or parties beyond its control, nor by factors which could not reasonably have been foreseen at the time this Agreement was prepared and executed. Delays of this nature shall extend the completion date.
- 5.2 BSC's submittal will depend on the timely receipt of any required information from other project team members and/or the Client.
- 5.3 During the performance of the services described within this Agreement, the Scope of Services, and compensation therefore, may be adjusted by mutually agreed upon Amendments to this Agreement.
- 5.4 The attached "Statement of Terms and Conditions" is made a part of this Agreement.
- 5.5 This proposal is valid for a period of thirty (30) days.



5.6 Client understands that BSC's services are labor intensive. BSC typically bills clients monthly. Unless otherwise agreed in writing, payment of each BSC invoice is due on receipt and interest will accrue after 30 days. Client understands that BSC's services may be put on hold or terminated if invoices are not paid per this Agreement. It is the Client's responsibility to review invoices upon receipt. If there are any items which the Client wishes to discuss with BSC, it is the Client's responsibility to contact BSC to request any needed clarification. In the absence of any such request from the Client within 30 days from the date when rendered, it is agreed that the amount invoiced is correct and shall be paid in full to BSC.

ACCEPTANCE

If the scope and fee present herein are acceptable, please sign in the space provided below, return one copy to the undersigned, and maintain one copy for your records.

We appreciate the opportunity to provide you with site design services on this project. Please do not hesitate to contact me directly at (617) 896-4532 if you should have any questions or comments.

Sincerely,

BSC GROUP, INC.

Leslie D. Fanger, RLA, LEED-AP
Senior Project Manager

AGREED AND ACCEPTED BY:
Raymond Design Associates, Inc.

APPROVED BY:
BSC Group, Inc.

Authorized Signature

Title

Date

David N. Hayes, P.E., LEED AP
Principal & Senior Vice President

March 30, 2012
Date