

12/12/12 TH

CC: DG

JC

T Counsel

T. Clark

File

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:

| 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 | | \$1,133,420 | | 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

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

DESIGNER

RAYMOND DESIGN ASSOCIATES, INC.
(print name)
DAVID S. RAYMOND JR., PRESIDENT
(print title)
By: [Signature]
(signature)
Date: DECEMBER 9, 2012



Raymond Design Associates, Inc.

60 LedgeWOOD Place, Rockland, Massachusetts 02370
Telephone 781-561-5270

Revised: December 6, 2012

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

Re: Contract Amendment #15 – Additional Services
Uxbridge High School

David:

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.

BACKGROUND

This Amendment covers three separate scopes of work:

1. FFE Delivery Assistance: As part of the school relocation plan associated with the opening of the new Uxbridge High School, the Uxbridge School Department had to relocate/move the entire contents of its three existing school buildings (the existing elementary, middle and high schools) during the months of July and August 2012. This effort required a great deal of time from District personnel. As loose furnishings, fixtures and equipment (FFE) deliveries began to arrive at the new high school site during the end of July 2012, the Owner requested that RDA provide on-site personnel to assist the District in receiving, verifying, and placing various FFE items into the new high school. RDA agreed to provide this additional service through its FFE consultant because their skill sets were best suited to this activity. RDA will continue to provide applicable basic services such as FFE punchlist and closeout activities to the Owner under Basic Services, and at no additional charge.
2. Civil/Site Engineering Services: Previous contract amendments had covered services related to the installation of the track, synthetic turf field and practice field. Given the inclusion of the north field and tennis courts, the previously approved budget for additional services will be exceeded. In addition, BSC has been asked to provide design services for the installation of bleachers to be purchased by the Owner at the new track/turf field complex.
3. Credit for the Costs of Remedial Work at Second Floor Wing A: Raymond Design Associates has agreed to cover the costs of remedial work approved by the Board of Building Regulations and Standards to correct a minor code compliance issue. The credit will cover 100% of the cost incurred by the Town (via Shawmut Design & Construction)

to install a removable mullion and change panic hardware at Door #261 A. This credit will be applied to the first invoice covering Amendment #15.

4. Hourly Support Services for a Variance Application to State Plumbing Board Related to Installation of Bleachers at Track/Turf Field Complex: As part of the proposed installation of bleachers at the track/turf field complex, the Plumbing Code requires access to toilet facilities immediately adjacent to the seating, which the Town can not afford. Raymond Design Associates will coordinate the submission of a variance application to the Commonwealth's Plumbing Board to seek relief from this requirement.

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 the Town of Uxbridge with additional project-related FFE services as outlined in the attached Stefura Associates proposal, dated July 12, 2012, and summarized below:
 - Coordinate with the OPM, District, Contractor and Architect's personnel.
 - Meet FFE delivery trucks and vendor personnel at the new Uxbridge High School.
 - Monitor and direct placement and installation of FFE items by vendor personnel.
 - Confirm FFE items are assembled and placed as specified and ordered.
- Provide the Town of Uxbridge with additional project-related Civil Engineering services as outlined in the attached BSC Group proposal, dated November 2, 2012 (Revised 12/5/2012) and summarized below:
 - Coordinate with the OPM, District, Contractor and Architect's personnel.
 - Provide additional site visits to perform construction observation.
 - Provide additional requisition review, punchlist and warranty inspections and field reports.
 - Provide additional office coordination and management associated with the extended project time.
 - Visits and reports in the Spring of 2013 up through June 2013.
 - Office Support to respond to requests regarding the sewer force main issue.
 - Design services for installation of approximately 300 seat bleachers at the track/turf field complex.
- Provide the Town of Uxbridge with additional project-related architectural services related to the proposed variance to the requirements of the State Plumbing Code as summarized below:
 - Coordinate with the OPM, District, Contractor, and Town Permitting Officials.
 - Research and document the requirements of the Plumbing Code as it relates to toilet facilities at sport complexes.
 - Create 'as-required' and 'as-proposed' compliance alternatives for review with Owner and Contractor.
 - Coordinate construction cost estimates by Contractor.
 - Fill out variance forms with supplemental graphic and cost documentation.
 - Secure letters of support from Local Officials.
 - Submit variance application.
 - Attend variance hearing, if requested.

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 #13.

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 #1-14 less #3): **\$468,955**

Additional Services – Amendment #15

- Stefura Associates: FFE Oversight by Senior Associate
 - 18.75 hrs x \$160 = \$3,000 x 1.1 Markup = \$3,300
- Stefura Associates: Per Diem FFE Oversight by Staff (on-site)
 - \$710/Day x 6 days x 1.1 Markup = \$4,686
- BSC Group: Additional Civil Services
 - Hourly Not to Exceed \$10,900 x 1.1 Markup = \$11,990
- Raymond Design Associates: Credit
 - (\$2,135.00) Proposal from Horner = (\$2,135)
 - *** See further clarifications under 'Assumptions' below.
- Raymond Design Associates: Additional Arch Services
 - Hourly Not to Exceed \$5,500 = \$5,500

Total Additional Services – Amendment #15 Not-to-Exceed: \$23,341

Total Services = Basic Services + Amendments #1 - 15: \$3,616,496

ASSUMPTIONS

Please find attached Stefura Associates proposal dated July 12, 2012 and BSC Group proposal dated November 2, 2012 (Revised 12/5/12 – Bleachers).

Please find attached Horner Commercial Sales Change Order #16 Revised, dated November 12, 2012 covering 100% of the materials and labor associated with modifying the hardware at Door #261A.

****RDA has been assured by Shawmut Design and Construction that there will be no markups or additional costs associated with the modifications to hardware at Door #261A. If the final cost turns out to be different than \$2,135, RDA will cover whatever additional expenses may be incurred by the Town via an additional contract amendment and a credit on a future invoice.**

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

Sincerely Yours,
Raymond Design Associates, Inc.

A handwritten signature in black ink, appearing to read "Gene S. Raymond Jr.", written over the printed name.

Gene S. Raymond Jr., AIA
President

MEMORANDUM

DATE 12 July 2012
TO Gene S Raymond, Raymond Design Associates (RDA)
CC Marcy Stefura, SAI
FROM Lianne V Ames
RE Uxbridge High School – Furniture
Additional Services – On Site Delivery Supervision

As requested, Stefura Associates Inc (SAI) would be pleased to assist with daily on site supervision of the furniture deliveries for the Uxbridge High School (UHS) project. We understand that the timing for these services will be during July 2012 with expected project completion by the end of August 2012.

SAI will work and coordinate with RDA, the School's representative, the General Contractor, the School and furniture vendors to meet the delivery trucks on site; monitor installation teams to ensure delivery and installation team fully understand furniture and equipment placement and procedures; and confirm furniture and equipment being delivered is as specified and correct.

PROFESSIONAL FEE

SAI proposes to work at a per diem rate of \$710.00 (seven hundred and ten dollars) for Designer Level 1 staff. For Senior Associate attendance on site, SAI proposes to work on a time and materials basis, at the hourly rates noted below, to an upset limit of \$3,000.00 (three thousand dollars).

HOURLY RATES

This fee schedule is subject to review and change at the end of each calendar year.

| | | |
|-------------------|-----------|--------------------------------------|
| Principal | \$ 180.00 | (one hundred and eighty dollars) |
| Senior Associate | \$ 160.00 | (one hundred and sixty dollars) |
| Associate Level 2 | \$ 145.00 | (one hundred and forty-five dollars) |
| Associate Level 1 | \$ 115.00 | (one hundred and fifteen dollars) |
| Designer Level 3 | \$ 100.00 | (one hundred dollars) |

Prepared by: Lianne V Ames
Reviewed by: Gene S Raymond
Approved by: Marcy Stefura
Date: July 12, 2012
Version: 1.0



Proposal for Design Services – Furniture, On-Site Delivery Supervision
Uxbridge High School
Uxbridge, Massachusetts
12 July 2012
Page 2

| | | |
|---------------------|-------------------|------------------------|
| Designer Level 2 | \$ 85.00 | (eighty-five dollars) |
| Designer Level 1 | \$ 80.00 | (eighty dollars) |
| Staff and Intern | \$ 75.00 | (seventy-five dollars) |
| Outside Consultants | Hourly rate x 1.1 | |

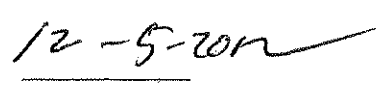
Direct reimbursable expenses, including printing, copying, postage, messenger and delivery services, long distance telephone, facsimile and electronic mail charges, photographic charges and travel expenses are included in the fee.

GENERAL TERMS AND CONDITIONS

Payment for the basic services will be invoiced monthly as noted in *Professional Fees*. Payment is expected within thirty (30) days of the invoice date. A finance charge of 1.5% monthly will be added if payment is not received within the above-noted dates. Notification of a stop work order will be issued if payment is not received within seventy-five (75) days of the invoice date.

* Approval to Proceed:


Gene S Raymond Jr AIA LEED AP
Raymond Design Associates Inc


Date

* FEE IS LIMITED TO \$7,260-

Genr Approx: 18.75 hrs x \$160/hr = 2,900

60 days x \$710/day =

4,260

\$7,260 lump sum



November 2, 2012 (Revised 12/5/12-Bleachers)

Mr. Gene S. Raymond, Jr., AIA
President
Raymond Design Associates, Inc.
60 Ledgewood Place,
Rockland, MA 02370

33 Waldo Street
Worcester, MA 01608

Tel: 508-792-4500
800-288-8123
Fax: 508-792-4509

RE: Uxbridge High School, Extended Construction Administration Services

www.bscgroup.com

Dear Mr. Raymond:

An additional services agreement dated May 29, 2012 for Construction Services relating to the track, synthetic turf field and practice field in the amount of \$7,125 was approved by the Owner and BSC is currently working under this agreement. This letter is to inform you that we anticipate exceeding this budget. Additional tasks, meetings and inspections will be necessary during construction of the tennis courts, north field area as well as addressing unanticipated site related issues. This request for an amendment to the extra services agreement dated May 29, 2012 is for construction administration services now anticipated to continue for several more months. The anticipated duration of the additional construction administration services is through final acceptance of the north field area on or before June 30, 2013.

12/5/12 -Additional services relating to the Bleachers:

BSC has prepared this proposal based upon the following understanding of your needs and circumstances, which have affected the scope of services:

- The Town intends to install bleachers at the new track and field area.
- The bleachers are to be located at the base of the slope below the press box, to be centered on the fifty yard line and provide seating for up to 300 spectators.
- The bleachers are to be ADA compliant.
- Grandstand bleacher plans and specifications were completed for the project under Basic Services for the High School. The bleacher design and specifications were provided by the manufacturer including the supporting footings set into the hillside. The specifications included a requirement that the bleachers and support system were to be designed and certified by a Mass. Registered Engineer.
- The original grandstand bleachers were eliminated from the construction contract due to budgetary limitations.
- A bituminous pad measuring 8' wide by 56' long intended for location of temporary, low rise bleachers was included on the design plans for the Track and Field area. The bituminous pad is adjacent to a 6' wide bituminous walkway. A 1:1 rip rap slope retains the slope behind the bituminous pad.
- The new 300 seat bleachers are intended to be placed within the same general area as the bituminous pad but extended further north and south along the existing walkway.
- The new 300 seat bleacher system will require the input of a structural engineer to design the bleacher system, ADA ramps and appropriate footings or concrete pads to support this larger, heavier, bleacher system. *Structural engineering is not included in this proposal.

Engineers

Environmental
Scientists

GIS Consultants

Landscape
Architects

Planners

Surveyors



1.0 SCOPE OF SERVICES

1.1 Construction Administration

BSC will provide the following construction services during the Extended Construction Period:

1. Additional site visits to perform construction observation of site work designed by BSC to confirm that construction work is proceeding in general conformance with the contract documents.
2. Additional requisition review, punch list and warranty inspections and field reports
3. Additional office coordination and management associated with the extended project time.
4. Specifically we have budgeted for the following additional tasks:
 - o Four (4) more site visits this fall and associated office/coordination time
 - o Two (2) site visits in the spring, and associated/coordination office
 - o Responses to periodic requests for information, and reasonable general support and coordination within the limits of approved fee budget
 - o Eight (8) more office support hours to respond to requests regarding sewer force main issue

1.2 Bleachers

BSC will provide the following design and construction support services relating to the bleachers:

- Site visit to field measure the area to receive the bleachers and ADA ramps. Survey of this area is not included in this proposal.
- Prepare base plan- the existing conditions information will be based on Sheet TF-3 Grading and Drainage Plan, latest revision dated 6-19-12. The assumption is that the slope and walkway area adjacent to the track were built per the design plans.
- Coordinate with Town representative and SDC on desired parameters and requirements for the bleachers
- Research bleacher manufacturers and coordinate with manufacturer's representatives.
- Prepare site plan and details to indicating location of bleachers, ADA ramps, grading and materials.
- Prepare specifications describing the work and products.
- Review site plan and specifications with Town and SDC.
- Review submittals and reply to requests for information.
- Provide up to two (2) site inspections during installation of the bleachers

If required, any Design and Construction Administration Services beyond June 30, 2013, and/or services required to address issues that cannot reasonably be anticipated at this time, will be performed for an additional fee to be agreed with Client. BSC will not perform any such services without prior approval of Client.



2.0 ADDITIONAL SERVICES

Any services not specifically described in Section 1.0 above are not included as a part of this Agreement. Should any additional services become necessary based upon the conclusions derived from the performance of the proposed services, these services will be performed for an additional fee to be agreed by BSC and the Client.

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

| | | |
|--------------------------------|-----------------------------|-----------------|
| Item 1.1 | Construction Administration | \$ 5,000 |
| Item 1.2 | Bleachers | \$ 5,900 |
| Total Not-to-Exceed Fee | | \$10,900 |

BSC proposes to provide the services described the 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 within the fee limit noted. 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 This proposal is valid for a period of thirty (30) days.
- 5.5 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

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

AGREED AND ACCEPTED BY:
Raymond Design Associates, Inc.

APPROVED BY:
BSC Group, Inc.

[Signature]

Authorized Signature

President

Title

December 5, 2012

Date

[Signature]

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

November 2, 2012

Date



CHANGE ORDER

Number # 16 revised

1255 G.A.R. HIGHWAY • SOMERSET, MA 02726
PHONE 508-679-6598 / 800-275-9855
FAX 508-235-4432

| | | |
|--------------------|-----------------------|----------------------|
| Date of acceptance | 11/12/2012 | |
| Signature | JOB NAME | Uxbridge High School |
| | JOB LOCATION | JOB PHONE |
| | JOB NUMBER | 100764 |
| | EXISTING CONTRACT NO. | 5/2/11 |

To: Shawmut Design and Construction

Attention: Luke Kenbeek

hereby agree to make the change(s) specified below:

Option 2 per PR83-R2 opening #261a

- 1) Existing doors and frames to remain
- 2) Add (2) Von Duprin Rated Rim Exit devices
- 3) Add (1) Von Duprin 9954 Rated Mullion
- 4) Patching holes in doors and frames for previously installed hardware, install mullion and install new Rim Exits

\$2,135.00 (taxes not included) * NO SHAWMUT MARKUP FOR TIM HURDELBINK

11-11-2012 (PCO to follow)

Notes:

- 1) Pricing above reflects special Uxbridge job factory pricing
- 2) Lead-time on material is 3-4 weeks after Change Order is approved
- 3) Schedule of work to be coordinated after material arrives at Horner. Horner needs to be directed Whom they are to schedule work with at that time.

NOTE: This Change Order becomes part of and in conformance with the existing contract

WE AGREE hereby to make the change(s) specified above at this price

\$

Date

\$

Authorized Signature (Contractor)

\$

ACCEPTED -- The above 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.