

ATTACHMENT F

CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. 12

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
Amendment No. 11 was approved on April 11th, 2012

WHEREAS, the parties wish to amend the Contract with Amendment No. 12 as of May 9th, 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 \$9,680**

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		\$895,000		\$895,000
Completion Phase		\$94,200		\$94,200
GeoTech & GeoEnv		NTE \$94,690	NTE \$9,680	NTE \$104,370
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 \$3,253,192	NTE \$9,680	NTE \$3,562,872

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

BRUCE DESILETS
(print name)
CHAIRMAN BOS
(print title)
By: 
(signature)
Date: 5/9/2012

DESIGNER

GEMS S. RAYMOND, JR.
(print name)
PRESIDENT, RAYMOND DESIGN ASSOC., INC.
(print title)
By: 
(signature)
Date: 5-8-2012



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

May 4, 2012

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

Re: Contract Amendment #12 – 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 the Town of Uxbridge with additional project-related civil services as outlined in the attached BSC Group Proposal dated April 27, 2012, and as articulated below, including:
 - Additional SWPPP services to comply with recently implemented updates to the General Construction Permit by the Environmental Protection Agency, including:
 - Revisions to the existing stormwater pollution prevention plan (SWPPP).
 - Additional SWPPP training.
 - Additional SWPPP inspection services.

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 #11.

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 #1-11 less #3): **\$428,992**

Additional Services – Amendment #12

• BSC Group:	
o Not to Exceed \$8,800 x 1.1 Markup =	<u>\$9,680</u>
Total Additional Services – Amendment #12 Not-to-Exceed:	\$9,680

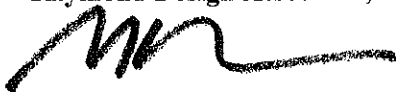
Total Services – Basic Services + Amendments #1 - 12: \$3,562,872

ASSUMPTIONS

Please find BSC Group proposal dated April 27, 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

- Amendment #12 -



15 Elkins Street
Boston, MA 02127

April 27, 2012

Tel: 617-896-4300
800-288-8123
Fax: 617-896-4301

Mr. Gene S. Raymond, Jr., AIA
President
Raymond Design Associates
222 North Street
Hingham, Massachusetts 02043-4619

www.bscgroup.com

**RE: 2012 SWPPP Revisions, Training, and Inspections, Additional Services
Uxbridge High School Construction
Uxbridge, Massachusetts**

Dear Mr. Raymond:

BSC Group, Inc. (BSC) is pleased to submit this consulting services proposal for providing revisions to the existing stormwater pollution prevention plan (SWPPP), additional SWPPP training, and additional SWPPP inspection services during the remainder of the construction of the Uxbridge High School. This proposal is for additional services under our existing contract with you for the project, and is necessary due to the Environmental Protection Agency's update to the Construction General Permit (CGP) that was issued in February 2012. The 2012 CGP includes new requirements for erosion and sedimentation control, stabilization, pollution prevention, corrective action reporting, and timeframes for addressing issues identified during inspections, as well as requirements for the formation of a SWPPP "team" that will work together to ensure compliance with the CGP.

BSC Group, Inc., the *Company*, proposes to provide to Raymond Design Associates (RDA), the *Client*, the following specific services in accordance with the Terms and Conditions of our existing Agreement.

1.0 SCOPE OF SERVICES

Below we have identified the additional work necessitated by changes to the CGP that will impact the Uxbridge High School construction (refer to the 2012 CGP for additional information):

- Creation of a new SWPPP book that complies with the 2012 CGP and filing new Notices of Intent (NOI's) for coverage under the 2012 CGP for all Operators before May 15, 2012.
- Filing of Notices of Termination (NOT's) for all Operators to cease coverage under the 2008 CGP,
- Training for all Operators on the revised SWPPP and 2012 CGP requirements, and
- Increased SWPPP inspection frequency. Under our existing contract, BSC is performing one (1) inspection every 7-days until August 31, 2012. As the project site is located within a portion of the Blackstone River watershed that qualifies as a

Engineers

Environmental
Scientists

GIS Consultants

Landscape
Architects

Planners

Surveyors

"sensitive water" under the 2012 CGP due to nutrient and sediment impairments, inspections will now be required once every 7-days AND after each storm event of 0.25-inches or more of rain. Based on historic rainfall data, we are estimating an additional 8 inspections will be necessary after storm events of 0.25-inches or more of rain until August 31, 2012. Efforts will be made to coordinate weekly inspections with storm events to the extent practical to minimize the total number of inspections. However, if the duration of this contract has an especially large number of storm events of 0.25-inches or more of rain, it may be necessary to add further additional services to cover the required inspections. As the end of construction approaches, BSC will evaluate the need, if any, for continuing SWPPP inspections past August 31, 2012. These inspections would be necessary if land surfaces are not stabilized per CGP requirements at that time. If continuing SWPPP inspections are required, BSC will perform this work as an additional service.

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 OF SERVICES

BSC proposes to begin these services identified in Section 1.0 of this Agreement upon receipt of written authorization to proceed and in accordance with the construction schedule for the project.

4.0 FEES FOR SERVICES

We have estimated a budget of **Eight Thousand, Eight Hundred (\$8,800)** including direct expenses for the services described in Section 1.0 of this Agreement and proposes to provide these services on "per inspection" lump sum basis. Additional services outside of the basic scope shall be billed in accordance with the contract BSC Fee Schedule. The Company shall inform the Client as soon as practical if it becomes necessary to exceed the budget in order to perform all proposed and additional services required. The mailing address for all payments is as listed on the Invoice.

5.0 GENERAL CONSIDERATIONS

- BSC will perform services in a timely manner, but it shall be agreed between the parties to this proposal that BSC cannot be responsible for delays occasioned by factors beyond its control, nor by factors which could not reasonably have been foreseen at the time this proposal was prepared nor by the time an agreement is executed.
- During the performance of the services described within this proposal, the Scope of Services and compensation may be adjusted by mutually agreed upon change orders.
- This proposal is valid for thirty (30) days from the date of the proposal.
- **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 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.

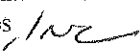
Please execute two (2) copies of this Agreement and return one (1) copy with an original signature for our records. Feel free to contact me at (617) 896-4386 or drinaldi@bscgroup.com should you have any questions or comments on this proposal. BSC welcomes the opportunity to continue providing our services for this project.

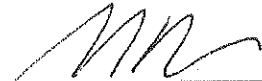
Sincerely,
BSC GROUP, INC.



Dominic Rinaldi, P.E., LEED AP BD+C
Project Manager/Associate

AGREED AND ACCEPTED BY:

Raymond Design Associates, INC 

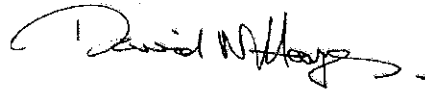


Name & Title
GENE S. RAYMOND, JR.
PRESIDENT

5-3-2012
Date

APPROVED BY:

BSC GROUP, INC.



David N. Hayes, P.E., LEED AP
Principal

April 27, 2012
Date