

ATTACHMENT F

CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. 14

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 SC on June 13th, 2012,

WHEREAS, the parties wish to amend the Contract with Amendment No. 14 as of August 22, 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: **\$6,600**

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		\$94,200
GeoTech & GeoEnv		NTE \$122,053	\$6,600	NTE \$128,653
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 \$3,286,555	\$6,600	NTE \$3,593,155

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)

BOB CHAIR

(print title)

By:

Peter A. Petrillo

(signature)

Date:

8/02/12

DESIGNER

GENE S. RAYMOND, JR.

(print name)

PRESIDENT, RAYMOND DESIGN ASSOCIATES, INC.

(print title)

By:

[Signature]

(signature)

Date:

August 17, 2012



Raymond Design Associates, Inc.
60 Ledgewood Place, Rockland, Massachusetts 02370
Telephone 781-561-5270

August 17, 2012

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

Re: Contract Amendment #14 – 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

At the May 8, 2012 Town Meeting, voters approved approximately \$2 million in additional funding to install playfield and track & field infrastructure on the 'South Field Area' at Uxbridge High School, including a running track, artificial turf multi-purpose field, fencing, a foundation for a future press box, underground conduit for future accessories that will require electrical power and/or data connections, and pedestrian paths.

Contract Amendment #13 allocated \$4,400 for hourly geotechnical oversight by PEER Consulting. Given the complex nature of the existing soils at the site and the Owner's desire to value engineer the work to the furthest extent practical (while maintaining 100% integrity of the finished product), the geotechnical consultant required office and field time beyond the oversight anticipated under Amendment #13. In the end, the project required a small amount of additional geotechnical engineering expertise and, by adjusting sub-grade soil blends, the Owner was able to harvest approximately \$150,000 in construction savings on the south track/multi-purpose field alone.

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 Geotechnical services as articulated below, including:
 - Additional site visits and field reports
 - Recommendations related to sub-base issues.

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 #1-13 less #3): **\$462,355**

Additional Services – Amendment #14

- PEER Consultants: Geotechnical Services
 - Not to Exceed \$6,000 x 1.1 Markup = \$6,600

Total Additional Services – Amendment #14 Not-to-Exceed: **\$6,600**

Total Services = Basic Services + Amendments #1 - 14: **\$3,593,155**

ASSUMPTIONS

Please find Peer Associates Invoice, dated August 14, 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



PEER Consultants, P.C.

This invoice has been sold and assigned to and is payable to:
Wells Fargo Business Credit
P.O. Box 823280
Philadelphia, PA 19182-3280
For information please call (703) 462-2280

To:

Mr. Gene Raymond, Jr.
Raymond Design Associates, Inc.
222 North Street
Hingham, MA 02043

Invoice No. 27665

08/14/12

Geotechnical Construction Inspections
Uxbridge High School, Uxbridge, MA

PEER Project # 4576-03

Requisition # 08

Billing: October 1, 2011 through July 31, 2012

GEOTECH INSPECTIONS/REPORTS

June 8 (6 x \$160)	\$	960.00
June 11 (3 x \$160)	\$	480.00
June 12 (1 x \$160)	\$	160.00
June 13 (2 x \$160)	\$	320.00
June 20 (8 x \$160)	\$	1,280.00
June 21 (8 x \$160)	\$	1,280.00
June 22 (8 x \$160)	\$	1,280.00
June 23 (8 x \$160)	\$	1,280.00
June 24 (8 x \$160)	\$	1,280.00
July 3 (6 x \$160)	\$	960.00
July 11 (4.5 x \$160)	\$	720.00
	\$	10,000.00

Total Invoice

\$ 10,000.00

Reviewed and Certified by:
PEER Consultants, PC


Paul Marbach
Corporate Controller