

ATTACHMENT F

CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. 2

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 executed on October 28, 2009, the Parties wish to amend the Contract with Amendment No. 2 effective April 29, 2010:

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 the following additional services in accordance with Article 4, Section 11 and Article 8:

Proposed Service	Amount	Sub consultant
Schematic Design		
• Traffic Engineering	\$ 13,530	BSC Group
• General Survey Services	\$ 2,750	Andrews Survey & Engineering
• Flood Plain Survey	\$ 2,750	Andrews Survey & Engineering
•		
Proposed Additional Fee:	\$ 19,030	

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	\$7,480	\$19,030	\$206,510
Design Development Phase	-	-	-	-
Construction Doc Phase	-	-	-	-
Bidding Phase	-	-	-	-
Construction Phase	-	-	-	-
Completion Phase	-	-	-	-
Total Fee	\$300,000	\$ 42,130	\$19,030	\$361,160

3. The Construction Budget shall be as follows:

Original Budget: \$0

Amended Budget \$0

4. The Project Schedule shall be as follows:

Original Schedule:

Amended Schedule Schematic Design April 12, 2010 – June 19, 2010

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 remain in full force and effect.

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)

Chair, Oxford Board of Selectmen
(print title)

By [Signature]
(signature)

Date 25 August 10

DESIGNER

RAYMOND DESIGN ASSOCIATES, INC
(print name)

GENE S. RAYMOND, JR., PRESIDENT
(print title)

By [Signature]
(signature)

Date 8-23-2010



April 19, 2010

Mr. Gene S. Raymond, Jr., AIA
President
Raymond Design Associates
222 North St
Hingham, MA 02043-4619:

RE: Proposal for Consulting Services
Additional Services; Traffic Engineering - Schematic Design

Dear Mr. Raymond:

BSC Group, Inc. (BSC) is pleased to submit this proposal to Raymond Design Associates (RDA) for Traffic Engineering and Planning services relative to the proposed Schematic Design for Uxbridge High School, Uxbridge, MA. As requested, this proposal represents our scope of work and associated fee for traffic engineering services.

PROJECT UNDERSTANDING

BSC has prepared this proposal based upon our understanding of your needs and circumstances, summarized as follows:

- BSC understands that the property owned by the Town located on Quaker Highway (Route 146A) has been selected as the site for the new High School.
- BSC understands that the access to the new High School will be on Quaker Highway and that the Town desires to have a secondary access on Route 122 (South Main) in the future. For the purposes of this proposal, only access on Quaker Highway will be considered.
- BSC's role for the Schematic Design will be to provide "basic design" services outlined in a separate proposal, including site planning, design and preliminary engineering, site layout, grading, and landscape architecture in coordination with RDA.
- BSC has outlined in this proposal services for traffic engineering only. These services are required as a result of the selected site's location abutting two state highways.

Our scope of services is presented below. It is assumed that throughout the various phases of the project, RDA will be responsible for coordination of the project team, and that BSC will be kept informed of any issues that are relevant to our scope of services. A specific number of meetings have been included in our scope of services and fee as described below.

33 Waldo Street
Worcester, MA 01608

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

www.bscgroup.com

Engineers
Environmental
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GIS Consultants
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Architects
Planners
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SCOPE OF SERVICES

BSC Group, Inc., proposes to provide to Raymond Design Associates, the following specific services in accordance with the applicable sections of the Terms and Conditions of the Agreement between Raymond Design Associates and the Town of Uxbridge, as well as the attached BSC Fee Schedule which are all made a part of this agreement.

Task 1.0 – Feasibility Study Phase - Completed

Task 2.0 – Schematic Design Phase

2.1 Traffic Analysis – BSC will prepare a traffic impact assessment for the proposed location of the new High School. The scope of the assessment will include an evaluation of the traffic impacts at the following intersections:

- South Main Street (Route 122) at Quaker Highway (Route 146A)
- Quaker Highway (Route 146A) at Mill Street
- Quaker Highway (Route 146A) at Proposed High School Drive

2.1.1 MassDOT - Quaker Highway is under the jurisdiction of MassDOT, the work will be conducted according to EOEEA/EOT guidelines for traffic assessments.

The assessment will include the collection of weekday peak hour morning (7-9 AM) and afternoon (2-6 PM) turning movement traffic data counts at the above listed intersections

In addition, 48-hour automatic traffic counts will be collected on Quaker Highway (Route 146A). A crash rate analysis will also be conducted for each of the study area intersections, using the latest (three year) data that is made available from the MassDOT. Trips associated with the new High School will be generated and distributed on to the local roadway network to estimate the impact of the project on individual study area intersections. It is assumed that trips ITE's Trip Generation methodology will be used to generate the number of trips associated with the new High School. Weekday morning and afternoon peak hour intersection capacity analysis will be conducted for existing and future no-build and build conditions.

Measures to mitigate the traffic impact of the proposed High School will be evaluated, including traffic improvements such as intersection channelization and the addition of turning lanes.

BSC will develop concept level improvement plans for the proposed High School intersections. The concept plans will utilize existing aerial imagery and mapping/survey information to be provided by the Town. No topographic survey is included in this scope of services, and if required will be performed as an



additional service. BSC will coordinate the preparation of conceptual level cost estimates with the team's cost estimator. For the purposes of this proposal, it is assumed that major roadway improvements, including roadway widening or traffic signalization will not be required to mitigate traffic impacts. However, it is possible that the outcome of meetings with MassDOT may result in such work being required. In that event, BSC will prepare a proposal to include the additional services required.

2.1.2 Meetings – BSC Traffic Engineers have budgeted an average of 4 hours per meeting including preparation and travel time. We anticipate the following meetings:

- Meeting with MassDOT District 3 (1 total)
- Meeting with the Town Planner (1 total)
- Meeting with High School officials (1 total)

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 services. If required, these services will be performed for an additional fee to be paid on an hourly basis in accordance with the attached fee schedule, or for a fee to be agreed at the appropriate time.

- Attendance of additional meetings beyond what is listed in Item 2.1.2
- Expansion of study area intersection by Town/State officials requiring the collection of additional data and analysis.
- Preparation of air quality or greenhouse gas analysis.
- Performance of topographic survey and base plan preparation.
- Preparation or filing of any local, state or federal permit application not specifically included in the Scope of Services.
- Services not specifically listed in the Scope of Services.

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.

FEES FOR SERVICES

BSC proposes to provide the services described in Task 2 of the Scope of Services for the fees listed below. Fees shall be invoiced on a monthly basis based on percent complete of each line item. 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. Please note that the fees below do not include any filing fees or fees associated with



submission of permit/approval applications. It is assumed that such fees will be paid directly by the Town.

TASK	DESCRIPTION	BUDGET	
		Labor	Direct Expense
2.1.1	Traffic Report	\$9,000	\$ 300
	Turning Movement Counts		\$ 800
	Automatic Traffic Counts		\$ 300
2.1.3	Meetings	\$1,700	\$ 200
TOTAL		\$10,700	\$1,600

TOTAL FEE FOR SERVICES - \$12,300

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.



Mr. Gene S. Raymond, Jr., AIA
April 19, 2010
Page 5

Sincerely,

BSC GROUP, INC.

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

Attachments: Fee Schedule

AGREED AND ACCEPTED BY:
Raymond Design Associates

APPROVED BY:
BSC Group, Inc.

Authorized Signature

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

Title

April 19, 2010

Date

Date

FEE SCHEDULE

January 1, 2010 – June 30, 2010

Rates are subject to change effective July 1, 2010

Classification

Hourly Rate

Professional Staff

Principal/Officer of Firm	\$180.00 to \$200.00
Managing: Engineer, Surveyor, Scientist, Landscape Architect, Planner	\$120.00 to \$180.00
Senior: Engineer, Surveyor, Scientist, Programmer, Landscape Architect, Designer, Planner	\$95.00 to \$130.00
Staff: Engineer, Surveyor, Scientist, Programmer, Landscape Architect, Designer, Planner	\$80.00 to \$115.00
Junior: Engineer, Surveyor, Scientist, Programmer, Designer, Planner	\$65.00 to \$80.00
Expert Witness Testimony/Court Appearance	\$225.00

Technical Support Staff

Senior: Calculator, Chief of Party, Drafter, Instrument Operator, Technician, Text Processor	\$70.00 to \$90.00
Staff: Calculator, Drafter, Instrument Operator, Technician, Text Processor, Administration, Support	\$45.00 to \$70.00

Field Survey Party*

3 Person	\$160.00 to \$195.00*
2 Person	\$115.00 to \$160.00*

Expenses

Direct expenses shall be billed at cost plus an administration service fee of 10 percent. Direct expenses include cost of transportation, delivery, printing, telecommunications, presentation graphics, project supplies, soil and water testing, special consultants and other costs directly applicable to the individual project.

* Premium rates apply for overtime hours, night shifts and weekend work.

Andrews Survey & Engineering, Inc.

104 Mendon Street | P.O. Box 312 | Uxbridge, MA 01569

Tel. (508) 278-3897 Fax (508) 278-2289

Engineers • Surveyors • Planners

April 28, 2010

Gene S. Raymond, Jr. AIA, LEED AP

Raymond Design Associates

222 North St

Hingham, MA 02043

**Re: Professional Topographic Surveying Services
Uxbridge High School, Route 146A, Uxbridge MA
ASE Project #2010-091.1**

Dear Mr. Raymond:

Thank you for this opportunity to provide an estimate for the professional surveying and engineering services required to perform the tasks specified below for the above referenced property. The following proposal is based on the information discussed with Leslie Fanger of BSC Group, review of previous work performed on the parcel, previous experience in the municipality, and from similar projects. The fee for our professional services will not exceed \$2,050, from project initiation through final completion.

Anticipated tasks include:

- **Survey**
 - Review available topographic data to be provided by client;
 - Topographic field survey of areas of gravel removal altered since previous topographic surveys;
 - Compilation of previous topographic data and survey field data into CAD file utilizing BSC CAD layering systems and symbols
 - Preparation of base map with above information as well as:
 - Property lines as shown on Parcel 1 in Pan Book 820, Plan 97, as well as zoning setback lines,
 - Wetland information as provided by the client and located from existing flagging in areas of gravel removal,
 - Depiction of FIRM Flood Zone A line as provided by client and measured by elevation in gravel removal areas.
 - Project completion will be within five work days of receipt of signed proposal.

Reimbursable Expenses – (reprographics, postage, mileage, stakes, application fees not listed, etc.)
Our reimbursable expenses are charged at our actual costs plus a ten percent (10%) handling charge.

Schedule of Professional Fees – Hourly Rates:

The estimates provided herein are approximate only and are based on our current charge rates and our understanding of the project and of the current needs. Billing for our professional services is based on actual time accrued. Our current hourly charge rates are as follows. These rates are subject to change. We will make every effort possible to inform you of any future rate changes.

<u>Associate Level</u>	<u>Hourly Rate</u>
Registered Professional Engineer	\$120.00
Senior Project Engineer	\$ 90.00

Project Engineer/AutoCADD Technician	\$ 80.00
Registered Professional Land Surveyor	\$110.00
Senior Project Surveyor	\$ 80.00
Senior Survey Technician	\$ 70.00
Survey Field Crew	\$125.00
Survey Field Crew w/ GPS	\$175.00
Administrative	\$ 45.00

Project Status:

Your authorization to proceed will consist of receipt by this office of a copy of this proposal letter endorsed by you. This retainer will be applied to the final billing for the work described herein. After initiation of work, we will update you regularly on the progress of the project, the status of the budget, and any cost, scope or scheduling changes required. Please note that payment in full is expected upon receipt of invoice and is required no later than thirty (30) days following receipt of invoice. Our General Terms and Conditions are attached.

Limitation of Liability:

Andrews Survey & Engineering, Inc.'s liability under this contract is limited to the value of the contract for surveying and engineering services on the project. By executing this contract, the client acknowledges receiving, reading, understanding and agreeing to the terms set forth in the General Terms and Conditions. We are committed to working with you for the successful completion of this project. Should you have any questions or require additional information, please contact this office. Thank you for your consideration of the services of Andrews Survey and Engineering, Inc.

Very truly yours,
ANDREWS SURVEY & ENGINEERING, INC.

Byron J. Andrews, P.L.S.
Vice President

APPROVED AND ACCEPTED:

For: Raymond Design Associates, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

Telephone #: _____

Alternate #: _____

GENERAL TERMS AND CONDITIONS

1. **Right of Entry:** The signing of the agreement gives authorization for Andrews Survey and Engineering, Inc. personnel to enter upon the property to conduct site examinations, surveys, soil tests, and other services as described in the Scope of Professional Services. It is understood by the client that these surveys and tests may require the cutting of trees and brush. If the client is not the record owner of the property at the time of the agreement, obtaining the right of entry from the owner of record shall be the client's responsibility.
2. **Change in Scope of Professional Services:** If, subsequent to the agreement, there is a change in the scope of professional services, either as ordered by the client or as necessitated by circumstances or authorities, a written authorization will be required before any services outside of the original Scope of Services shall proceed. In the event of such a change in the scope of services, this office will supply a written notification to the client. Services outside of the original scope and within the revised scope as described on the notification will commence upon receipt by this office of the client's authorization. If the scope of professional services is changed, the amount of compensation shall be equitably adjusted.
3. **Unanticipated Circumstances:** If, subsequent to the agreement, unanticipated circumstances require additional work to fulfill the scope of services therein, then in such event written authorization by the client will be required before proceeding. Said authorization will be in the form of a revised contract forwarded to the client depicting thereon an equitable adjustment in the originally quoted fee. Work will recommence upon receipt by this office of the client's signature on the revised contract.
4. **Client's Responsibility to Notify of Hazards:** It is the client's responsibility to advise this office of any known hazards or hazardous substances or any known conditions on or near the site that may present a potential danger to human health or to the environment. Failure to notify this office of any known hazards shall relieve Andrews Survey and Engineering, Inc., its agents and its employees from all damages arising from said hazard(s).
5. **Termination Provision:** The agreement may be terminated by either party upon five (5) days written notice. Andrews Survey and Engineering, Inc. shall be paid for services completed up to the time of termination.
6. **Billing Procedure:** Invoices shall be rendered monthly or upon completion of project phases. Payment is required upon receipt of invoice. Invoices more than thirty (30) days overdue shall accrue interest at a rate of 1½ % per month (18% per year). We reserve the right to discontinue professional service on all accounts more than sixty (60) days overdue. Should any account become more than ninety (90) days overdue, we reserve the right to require payment in full for all services provided to date prior to the release of information, plans or other project-related data.
7. **Responsible Party:** The client, as the responsible party, agrees to compensate Andrews Survey and Engineering, Inc. at the standard or agreed rate for providing the professional services, as described in the Scope of Services. No payments shall be contingent upon financing or receipt of payment from any third party.
8. **Ownership of Documents:** Andrews Survey and Engineering, Inc. shall retain ownership of all engineering drawings, plans, estimates, reports, original field notes, field data, soil boring logs, calculations and other documents prepared by this office as instruments of service. Andrews Survey and Engineering, Inc. agree that such documents will not be made available to any individual or

organization without the written approval of the client. The client may obtain copies of any such documents upon payment of the cost of reprinting, providing that the client agrees not to make any extensions, amendments or modifications of any documents or copies provided by this office.

9. **Use of Stakes:** Neither the client nor any contractor hired by the client, nor any third party will use stakes or other markers set at the site by Andrews Survey and Engineering, Inc. for the purpose of construction or installation of any facility or structure before obtaining verification from this office that the stakes or markers were set for the intended purpose and are in place to accuracy appropriate for the intended use.
10. **Delays:** Andrews Survey and Engineering, Inc. will not be responsible for delays in the performance of the agreement due to inclement weather, illness, failure of equipment, unanticipated degree of difficulty encountered in performing said services, or delay created within or by approving agencies. In addition, Andrews Survey and Engineering, Inc. will not be responsible for delays due to changes in conditions on the site or on property adjacent to the site that would adversely impact working conditions requiring delays or additional work.
11. **Testimony:** Client agrees to pay reasonable fees for the participation in court by Andrews Survey and Engineering, Inc. personnel; including time spent preparing affidavits and other documents, research and meetings with the client and with the client's attorney(s). Issuance of a summons shall not relieve the client's financial obligation.
12. **Warranty:** All professional services provided by Andrews Survey and Engineering, Inc. will be performed in accordance with generally accepted engineering and surveying principles and practices. No acceptance or approval by municipal, state or federal agencies is guaranteed.
13. **Time Limitation:** The agreement is null and void unless executed by the client and returned to this office within thirty (30) days.
14. **Exclusions:** The scope of services under this contract does not include any permits or approvals not listed; traffic studies; traffic mitigation and/or off-site roadway improvement plans or permits; off-site utility design; wetland flagging and/or field location; or any additional construction related services not listed.

Andrews Survey & Engineering, Inc.

104 Mendon Street | P.O. Box 312 | Uxbridge, MA 01569

Tel. (508) 278-3897 Fax (508) 278-2289

Engineers • Surveyors • Planners

April 27, 2010

Gene S. Raymond, Jr. AIA, LEED AP

Raymond Design Associates

222 North St

Hingham, MA 02043

Re: Professional Topographic Surveying Services
Uxbridge High School, Route 146A, Uxbridge MA
ASE Project #2010-091

Dear Mr. Raymond:

Thank you for this opportunity to provide an estimate for the professional surveying and engineering services required to perform the tasks specified below for the above referenced property. The following proposal is based on the information discussed with Leslie Fanger of BSC Group, review of previous work performed on the parcel, previous experience in the municipality, and from similar projects. The fee for our professional services will not exceed \$1900, from project initiation through final completion.

Anticipated tasks include:

- **Survey**
 - Field survey to confirm high point in topography between Emerson Brook and the south gravel pit
 - Field survey to confirm high point in topography between Blackstone River and north gravel pit
 - Additional topographic measurements to determine approximate extent of flood elevation into gravel pits (if applicable).

Reimbursable Expenses – (reprographics, postage, mileage, stakes, application fees not listed, etc.)
Our reimbursable expenses are charged at our actual costs plus a ten percent (10%) handling charge.

Schedule of Professional Fees – Hourly Rates:

The estimates provided herein are approximate only and are based on our current charge rates and our understanding of the project and of the current needs. Billing for our professional services is based on actual time accrued. Our current hourly charge rates are as follows. These rates are subject to change. We will make every effort possible to inform you of any future rate changes.

<u>Associate Level</u>	<u>Hourly Rate</u>
Registered Professional Engineer	\$120.00
Senior Project Engineer	\$ 90.00
Project Engineer/AutoCADD Technician	\$ 80.00
Registered Professional Land Surveyor	\$110.00
Senior Project Surveyor	\$ 80.00
Senior Survey Technician	\$ 70.00
Survey Field Crew	\$125.00
Survey Field Crew w/ GPS	\$175.00
Administrative	\$ 45.00


Project Status:

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Limitation of Liability:


Andrews Survey & Engineering, Inc.'s liability under this contract is limited to the value of the contract for surveying and engineering services on the project. By executing this contract, the client acknowledges receiving, reading, understanding and agreeing to the terms set forth in the General Terms and Conditions. We are committed to working with you for the successful completion of this project. Should you have any questions or require additional information, please contact this office. Thank you for your consideration of the services of Andrews Survey and Engineering, Inc.

Very truly yours,
ANDREWS SURVEY & ENGINEERING, INC.


Byron J. Andrews, P.L.S.
Vice President

APPROVED AND ACCEPTED:

For: Raymond Design Associates, Inc.

Signature: 

Name: GENE RAYMOND 

Title: President

Date: 4-28-2010

Telephone #: 781-749-5530

Alternate #: 781-561-5270

GENERAL TERMS AND CONDITIONS

1. **Right of Entry:** The signing of the agreement gives authorization for Andrews Survey and Engineering, Inc. personnel to enter upon the property to conduct site examinations, surveys, soil tests, and other services as described in the Scope of Professional Services. It is understood by the client that these surveys and tests may require the cutting of trees and brush. If the client is not the record owner of the property at the time of the agreement, obtaining the right of entry from the owner of record shall be the client's responsibility.
2. **Change in Scope of Professional Services:** If, subsequent to the agreement, there is a change in the scope of professional services, either as ordered by the client or as necessitated by circumstances or authorities, a written authorization will be required before any services outside of the original Scope of Services shall proceed. In the event of such a change in the scope of services, this office will supply a written notification to the client. Services outside of the original scope and within the revised scope as described on the notification will commence upon receipt by this office of the client's authorization. If the scope of professional services is changed, the amount of compensation shall be equitably adjusted.
3. **Unanticipated Circumstances:** If, subsequent to the agreement, unanticipated circumstances require additional work to fulfill the scope of services therein, then in such event written authorization by the client will be required before proceeding. Said authorization will be in the form of a revised contract forwarded to the client depicting thereon an equitable adjustment in the originally quoted fee. Work will recommence upon receipt by this office of the client's signature on the revised contract.
4. **Client's Responsibility to Notify of Hazards:** It is the client's responsibility to advise this office of any known hazards or hazardous substances or any known conditions on or near the site that may present a potential danger to human health or to the environment. Failure to notify this office of any known hazards shall relieve Andrews Survey and Engineering, Inc., its agents and its employees from all damages arising from said hazard(s).
5. **Termination Provision:** The agreement may be terminated by either party upon five (5) days written notice. Andrews Survey and Engineering, Inc. shall be paid for services completed up to the time of termination.
6. **Billing Procedure:** Invoices shall be rendered monthly or upon completion of project phases. Payment is required upon receipt of invoice. Invoices more than thirty (30) days overdue shall accrue interest at a rate of 1½ % per month (18% per year). We reserve the right to discontinue professional service on all accounts more than sixty (60) days overdue. Should any account become more than ninety (90) days overdue, we reserve the right to require payment in full for all services provided to date prior to the release of information, plans or other project-related data.
7. **Responsible Party:** The client, as the responsible party, agrees to compensate Andrews Survey and Engineering, Inc. at the standard or agreed rate for providing the professional services, as described in the Scope of Services. No payments shall be contingent upon financing or receipt of payment from any third party.
8. **Ownership of Documents:** Andrews Survey and Engineering, Inc. shall retain ownership of all engineering drawings, plans, estimates, reports, original field notes, field data, soil boring logs, calculations and other documents prepared by this office as instruments of service. Andrews Survey and Engineering, Inc. agree that such documents will not be made available to any individual or

organization without the written approval of the client. The client may obtain copies of any such documents upon payment of the cost of reprinting, providing that the client agrees not to make any extensions, amendments or modifications of any documents or copies provided by this office.

9. **Use of Stakes:** Neither the client nor any contractor hired by the client, nor any third party will use stakes or other markers set at the site by Andrews Survey and Engineering, Inc. for the purpose of construction or installation of any facility or structure before obtaining verification from this office that the stakes or markers were set for the intended purpose and are in place to accuracy appropriate for the intended use.
10. **Delays:** Andrews Survey and Engineering, Inc. will not be responsible for delays in the performance of the agreement due to inclement weather, illness, failure of equipment, unanticipated degree of difficulty encountered in performing said services, or delay created within or by approving agencies. In addition, Andrews Survey and Engineering, Inc. will not be responsible for delays due to changes in conditions on the site or on property adjacent to the site that would adversely impact working conditions requiring delays or additional work.
11. **Testimony:** Client agrees to pay reasonable fees for the participation in court by Andrews Survey and Engineering, Inc. personnel; including time spent preparing affidavits and other documents, research and meetings with the client and with the client's attorney(s). Issuance of a summons shall not relieve the client's financial obligation.
12. **Warranty:** All professional services provided by Andrews Survey and Engineering, Inc. will be performed in accordance with generally accepted engineering and surveying principles and practices. No acceptance or approval by municipal, state or federal agencies is guaranteed.
13. **Time Limitation:** The agreement is null and void unless executed by the client and returned to this office within thirty (30) days.
14. **Exclusions:** The scope of services under this contract does not include any permits or approvals not listed; traffic studies; traffic mitigation and/or off-site roadway improvement plans or permits; off-site utility design; wetland flagging and/or field location; or any additional construction related services not listed.

- 8.7.5.2 The Owner's Project Manager shall prepare weekly progress reports for submittal to the Designer and the Owner that summarize the progress achieved, provide a concise description of problems and include a copy of the daily log.
- 8.7.5.3 The Owner's Project Manager shall assist the Designer in determining if construction and construction related activities are performed in accordance with plans and specifications and the approved shop drawings and are consistent with Massachusetts public construction laws.
- 8.7.5.4 The Owner's Project Manager shall monitor on a daily basis Time and Materials work on change orders for less than \$50,000, including work installed, volume measurements, time sheets, crew sizes and mixes, and equipment utilized.
- 8.7.5.5 The Owner's Project Manager shall evaluate actual quantities and classification of Unit Price work performed by the CM at Risk.
- 8.7.5.6 The Owner's Project Manager shall evaluate field problems, using the proper channels for solution and communication of the information to the Designer and the Owner.
- 8.7.5.7 The Owner's Project Manager shall coordinate and track requests for clarification on drawings/specifications, design changes and proposed change orders.
- 8.7.5.8 The Owner's Project Manager shall prepare responses to CM at Risk correspondence for the Owner.
- 8.7.5.9 The Owner's Project Manager shall monitor and coordinate the scheduling and activities of independent materials testing functions at the site, including distribution of reports and any necessary actions resulting.
- 8.7.5.10 The Owner's Project Manager shall maintain at the Project site, on a current basis, a record copy of Construction Contract Documents, including, but not necessarily limited to, drawings, specifications, addenda, change orders, and directives as well as all approved shop drawings, product data, samples, submittals, operations and maintenance manuals and all other relevant documents relating to the construction of the Project.
- 8.7.5.11 The Owner's Project Manager shall monitor the CM at Risk's compliance with Massachusetts prevailing wage requirements pursuant to M.G.L. c. 149 §§ 26 to 27H inclusive including assisting the Owner in cataloging and filing payroll affidavits.
- 8.7.5.12 The Owner's Project Manager shall shoot and maintain Project progress photographs showing construction progress at a frequency sufficient to document major activities or to document safety incidents, differing site

conditions and quality issues. The Owner's Project Manager shall maintain a descriptive log and captioning of the photographs on CD.

- 8.7.6 The Owner's Project Manager shall monitor the CM at Risk's compliance with the construction schedule, identify potential problems, include problem identification on the Monthly Progress Report and make recommendations to the Owner when, in the opinion of the Owner's Project Manager, requirements of the CM at Risk in the Owner-CM at Risk Agreement are not being fulfilled.
- 8.7.7 The Owner's Project Manager shall attend weekly job meetings on progress, coordination and problem resolution and negotiations. The Owner's Project Manager shall review the meeting minutes that are submitted to the Owner by the CM at Risk and shall advise the Owner as to the completeness, accuracy and general acceptability of the minutes.
- 8.7.8 The Owner's Project Manager shall schedule the Authority's Commissioning Consultant, as required to support the construction schedule, to provide commissioning services and reports as required.
- 8.7.9 The Owner's Project Manager shall monitor, review and analyze proposed change orders, and claims recommending appropriate action and resolution to the Owner in accordance with Article 8.1.4.
- 8.7.10 The Owner's Project Manager shall review and coordinate its review with the Designer to recommend approval of the CM at Risk's monthly payment requisitions. The Owner's Project Manager shall review each Trade Contractor's or Non-Trade Contractor's payment requisition and the CM at Risk's requisition of costs to ascertain that the Owner is paying for actual costs and fees in accordance with the Owner-CM at Risk contract.
- 8.7.11 The Owner's Project Manager shall oversee and monitor the procurement of furniture, fixtures, equipment and technology that is not included in the construction contract.
- 8.7.12 After the Owner and the CM at Risk have agreed on a Guaranteed Maximum Price ("GMP") in accordance with M.G.L. c. 149A, § 7, the Owner's Project Manager shall promptly notify the Owner when actual costs exceed the detail line item cost breakdowns set forth in the GMP amendment.
- 8.7.13 The Owner's Project Manager shall verify substantial completion of work; assist the Designer in the Designer's final inspection and receipt of documents, manuals, receipts, certifications, and all other materials required for final closeout as described in the Owner-CM at Risk contract, including, but not limited to, the GMP amendment and any other amendments thereto. The Owner's Project Manager shall coordinate the detailed punchlist with the Designer, including a subsequent walk-through with the Designer, CM at Risk and the Authority's Commissioning Consultant. The Owner's Project Manager and the Designer shall then coordinate a walk-through with the Owner to finalize the punchlist. The Owner's Project Manager shall then be responsible for tracking and confirming the completion of the punchlist items.

8.8 Completion Phase

- 8.8.1 The Owner's Project Manager shall monitor the activities and responsibilities of the Designer and the CM at Risk in the close-out and commissioning of the Project.
- 8.8.2 The Owner's Project Manager shall assist in securing and reviewing and recommending approval of all project completion forms and documentation necessary for occupancy and full operation of the facility including, but not necessarily limited to, inspection certificates of local building authorities, Certificate of Substantial Completion, Certificate of Final Completion, Occupancy Permit, shop drawings, as-built drawings, operations and maintenance manuals, warranties, guarantees and any and all documentation as required by the contract documents and the Authority.
- 8.8.3 The Owner's Project Manager shall assist the Owner in completing the written evaluation of the Designer(s) pursuant to M.G. L. c. 7 § 38E and prepare, sign and provide to the Owner for its signature the written evaluation of the Contractor(s) or CM at Risk, and subcontractors in accordance with the provisions of M.G.L. c. 149 § 44D.

END OF ARTICLE 8 OF BASE OPM CONTRACT AMENDMENT FOR CM AT RISK