

CONTRACT FOR PROJECT MANAGEMENT SERVICES

AMENDMENT NO. 2

WHEREAS, the TOWN OF UXBRIDGE ("Owner") and JOSLIN, LESSER + ASSOCIATES, (the "Owner's Project Manager") (collectively, the "Parties") entered into a Contract for Project Management Services for the Uxbridge High School Building Project (Project Number 200803040505) on Quaker Highway, Uxbridge, MA on April 9, 2009 "Contract"; and

WHEREAS, The MSBA approval to proceed into Schematic Design did not occur until March 31, 2010, rather than the September 30, 2009 date originally anticipated and therefore the Parties amended Attachment A in April 2010; and

WHEREAS, on July 28, 2010 the MSBA Board approved the Project Scope and Budget for the Uxbridge High School project; and

WHEREAS, effective as of July 28, 2010, the Parties wish to further amend the Contract:

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 Owner's Project Manager to perform services for the Design Development, Construction Contract Documents, Bidding, Construction Contract Administration and Closeout Phases, pursuant to the terms and conditions set forth in the Contract, as amended.
2. For the performance of services required under the Contract, as amended, the Owner's Project Manager shall be compensated by the Owner in accordance with the Fee for Basic Services indicated in the revised Attachment A and as shown below and per the payment schedule shown in Attachment B.

Fee for Basic Services	Original Contract	Previous Amendments	Amount of This Amendment	After This Amendment
Feasibility Study Phase	\$60,000	\$ 0	\$0	\$60,000
Schematic Design Phase	\$62,500	\$ 0	\$0	\$62,500
FS/SD Cost Estimate	\$11,000	\$ 0	\$0	\$11,000
Design Development	\$ 0	\$0	\$53,000	\$53,000
Construction Contract Docs; CA Early Packages	\$ 0	\$0	\$212,000	\$212,000
Bidding	\$ 0	\$0	\$26,420	\$26,420
Constr. Contract Admin	\$ 0	\$0	\$837,000	\$837,000
Closeout	\$ 0	\$0	\$69,750	\$69,750
Total Fee	\$ 133,500	\$0	\$1,198,170	\$1,331,670

3. The Total Project Budget shall be as follows:

Original Budget: \$43,000,000

Amended Budget \$43,000,000

4. The Project Schedule shall be as follows:


Original Schedule – Complete SD: February 28, 2010

Amended Schedule – Complete Contract: March 31, 2013

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.

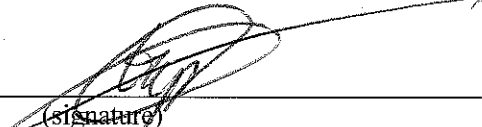
IN WITNESS WHEREOF, the Owner, with the prior approval of the Authority, and the Owner's Project Manager have caused this Amendment to be executed by their respective authorized officers.

OWNER



Beth Pittman
(print name)

Chair, Uxbridge Board of Selectmen
(print title)

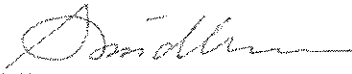
By  _____
(signature)

Date August 9, 2010

OWNER'S PROJECT MANAGER

Stuart Lesser
(print name)

President
(print title)

By  _____
(signature)

Date July 28, 2010

ATTACHMENT A – Revised July 28, 2010
PAYMENT SCHEDULE

In consideration of Owner's Project Manager's delivery of Basic Services, the Owner shall pay the Owner's Project Manager a Lump Sum Fee of \$122,500 for the Uxbridge High School project Feasibility Study/Schematic Design Phase plus \$11,000 for the FS/SD cost estimate. The Feasibility Study/Schematic Design Phase Lump Sum Fee is to be paid in monthly installments as follows:

<u>Payment #</u>	<u>Month</u>	<u>Lump Sum Amount</u>	<u>Payment #</u>	<u>Period</u>	<u>Lump Sum Amount</u>
Feasibility Study			Schematic Design		
1	Apr-09	\$ 4,500	7 - Revised	10/1/09 to	
2	May-09	\$ 9,000		4/12/10	\$25,000
3	Jun-09	\$ 9,000	8 - Revised	4/13/10 to	
4	Jul-09	\$12,500		5/12/10	\$25,000
5	Aug-09	\$12,500	9 - Revised	5/13/10 to	\$12,500
6	Sep-09	\$12,500		6/12/10	
Feasibility Study Total: \$60,000			Schematic Design Total: \$62,500		

Extra Services as defined in Article 9, or work beyond June 12, 2010 if a new lump sum agreement has not yet been negotiated and finalized, shall be billed at the following hourly rates, which shall be adjusted on an annual basis in January.

Hourly Rate Schedule

<u>Title</u>	<u>Rate/Hour</u>
Principal in Charge:	\$225 per hour
Project Director:	\$220 per hour
Senior Project Manager	\$195 per hour
Project Manager:	\$160 per hour
Assistant Project Manager:	\$120 per hour
Project Representative:	\$100 per hour
Administrative Project Coordinator:	\$ 70 per hour

Negotiation for the fee for the Design Development/Construction Document/Bidding Phase and the Construction Phase/Final Completion Phase shall begin prior to the completion of the Feasibility Study/Schematic Design Phase.

The Owner's Project Manager shall perform the Services in accordance with the following Schedule:

<u>Project Phase/Item of Work</u>	<u>Lump Sum Fee</u>	<u>Completion Date</u>
Feasibility Study/Schematic Design Phase	\$122,500	June 12, 2010
Design Development/Construction Document/Bidding Phase and Early Package CA	\$291,420	April 30, 2011
Construction Phase/Closeout	\$906,750	March 31, 2013

Independent Cost Estimates

Task 8.2.2. – Up to two estimates	\$11,000 for FS/SD estimates	N/A
Task 8.3 – One Estimate	Included in the Lump Sum Fee	N/A
Task 8.4 – Up to two estimates	Included in the Lump Sum Fee	N/A

Attachment B : Joslin, Lesser + Associates Fee Proposal

Revised: 7/28/2010

Uxbridge High School Project

Lump Sum Fee

Lump Sum Fee of \$1,331,670 for services defined in Scope of Work is allocated as follows:

Feasibility Study/Schematic Design Phases	\$	133,500
Design Development, Construction Docs, Bidding and CA for Early Packages	\$	291,420
Constuction Contract Administration and Closeout Phases	\$	906,750

The Lump Sum Fee is to be paid in monthly installments as follows:

Payment #	Month	Lump Sum Amount	ProPay Code
Feasibility Study/Schematic Design Phases			
1	Apr-09	\$ 4,500	0102-0200
2	May-09	\$ 9,000	0102-0200
3	Jun-09	\$ 9,000	0102-0200
4	Jul-09	\$ 12,500	0102-0200
5	Aug-09	\$ 12,500	0102-0200
6	Sep-09	\$ 12,500	0102-0200
Feasibility Study Phase Total:		\$ 60,000	
7 - Revised	10/1/2010 to 4/12/2010	\$ 25,000	0102-0200
8 - Revised	4/13/2010 to 5/12/2010	\$ 25,000	0102-0200
9 - Revised	5/13/2010 to 6/12/2010	\$ 12,500	0102-0200
Schematic Design Phase Total:		\$ 62,500	
Consult-1 (Cost Estimate)		\$ 11,000	0102-0200
Cost Estimate Total:		\$ 11,000	
OVERALL FS/SD TOTAL		\$ 133,500	

Design Develop, Construction Docs, Bidding and CA for Early Packages

10	Jul-10	\$ 6,000	0102-0400
11	Aug-10	\$ 23,500	0102-0400
12	Sep-10	\$ 23,500	0102-0400
13	Oct-10	\$ 30,716	0102-0500

Payment #	Month	Lump Sum Amount	ProPay Code
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DD, Construction Docs, Bidding and CA for Early Packages (cont.)

14	Nov-10	\$ 30,716	0102-0500
15	Dec-10	\$ 30,716	0102-0500
16	Jan-11	\$ 30,716	0102-0500
17	Feb-11	\$ 30,716	0102-0500
18	Mar-11	\$ 42,420	0102-0500
19	Apr-11	\$ 42,420	0102-0500 (\$16,000) 0102-0600 (\$26,420)

Total: DD, CD, and Bidding Phases: \$ 291,420

Constuction Contract Administration and Closeout Phases

20	May-11	\$ 42,700	0102-0700
21	Jun-11	\$ 42,700	0102-0700
22	Jul-11	\$ 42,700	0102-0700
23	Aug-11	\$ 42,700	0102-0700
24	Sep-11	\$ 42,700	0102-0700
25	Oct-11	\$ 42,700	0102-0700
26	Nov-11	\$ 42,700	0102-0700
27	Dec-11	\$ 42,700	0102-0700
28	Jan-12	\$ 44,000	0102-0700
29	Feb-12	\$ 44,000	0102-0700
30	Mar-12	\$ 44,000	0102-0700
31	Apr-12	\$ 44,000	0102-0700
32	May-12	\$ 44,000	0102-0700
33	Jun-12	\$ 44,000	0102-0700
34	Jul-12	\$ 44,000	0102-0700
35	Aug-12	\$ 44,000	0102-0700
36	Sep-12	\$ 44,000	0102-0700
37	Oct-12	\$ 44,000	0102-0700
38	Nov-12	\$ 30,150	0102-0700
39	Dec-12	\$ 25,250	0102-0700
40	Jan-13	\$ 25,250	0102-0800
41	Feb-13	\$ 25,250	0102-0800
42	Mar-13	\$ 19,250	0102-0800

Total: Construction Admin and Closeout \$ 906,750

TOTAL \$ 1,331,670

Additional Services

Extra Services as defined in Article 9, or if the design phase goes beyond December 2010, or if the project is extended beyond March 2013, shall be billed at the following hourly rates, which shall be adjusted on an annual basis in January. Alternatively additional work in the Design Development/Construction Documents and Bidding Phases can be billed at a monthly lump sum rate of \$30,716 and additional work in the Construction Contract Administration and Closeout Phases can be billed at a monthly lump sum rate of \$44,000.

Principal in Charge:	\$225/hr.
Project Director:	\$220/hr.
Senior Project Manager:	\$195/hr.
Project Manager:	\$160/hr.
Assistant Project Manager:	\$120/hr.
Project Representative:	\$100/hr.
Administrative Project Coordinator:	\$70/hr.

Services for other personnel not listed above shall be billed at a rate of 2.5 times Direct Personnel Expense. The Project Manager shall be reimbursed for all other additional costs, including but not limited to consultant and subcontractor costs, at cost plus ten percent (10%). No additional services will be provided without written authorization in advance of the work.

Reimbursable Expenses

Reimbursable expenses (i.e. communication, printing, travel), are included in the above lump sum prices. During construction the Construction Manager At Risk will provide an office, computer, and typical office supplies on site for the Owner's Project Representative.

July 28, 2010

John Higgins, Chairman
Uxbridge Building Committee
c/o Uxbridge Public Schools
21 South Main Street
Uxbridge, MA 01569

Dear Mr. Higgins:

As you are aware, Joslin Lesser + Associates' contract with the Town of Uxbridge for the Uxbridge High School project indicates that we will negotiate a fee for the Design Development/ Construction Document/Bidding and Construction Phase/Final Completion Phase prior to the Completion of the Feasibility Study/Schematic Design Phase. The project was approved by the MSBA Board at their July 28, 2010 meeting and was approved at Uxbridge Special Town Meeting on June 19, 2010 and by the Uxbridge voter in a Debt Exclusion vote on June 22, 2010. These approvals signify the end of the Feasibility Study/Schematic Design Phase and the commencement of the Design Development phase.

Attached are revised Attachments A and B for the Joslin Lesser + Associates Fee Proposal for the Design, Bidding, Construction, and the Closeout phases. In addition to the \$133,500 for the Feasibility Study/Schematic Design phase work which has been completed, we are requesting \$291,420 for the Design, Bidding, and Construction Administration of Early Package Phases and \$906,750 for the Construction Contract Administration and Closeout phases as described below. The total lump sum fee including the Feasibility Study/Schematic Design phase would be \$1,331,670. We would invoice monthly according to the schedule provided in Attachment B. Our fee amounts are consistent with those in the approved Form 3011 Project Budget.

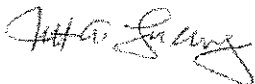
As you know since June 12, 2010 we assisted with and presented at the final Public Forum on June 5 and at the Town Meeting on June 19. We also prepared for the MSBA Board Facilities Subcommittee meeting on July 14, the MSBA Project Scope and Budget Conference on July 16, and the attended the MSBA Board Meeting on July 28. We have also been preparing the CM at Risk application for the Office of the Inspector General. However, we are only suggesting a monthly fee for July 2010 of \$6,000. As you know starting in August we will be working with RDA to pursue an aggressive schedule to get this project out to bid this winter. At the same time we will be managing the selection process for the CM at Risk. Once the CM is selected we will be anticipating early site packages this winter, ahead of the main project which starts construction in Spring 2010. Based on the various anticipated phases of work we have defined monthly lump sum fees as shown in Attachment B. We will have a Project Representative on site to monitor work for both the early packages and the main construction. Throughout the Construction period we will have a full time presence on site. Once the building is occupied we will continue to be involved for furniture and technology installation. During punch list we will maintain a part time presence on site. Attached is a proposed Amendment #2 to our contract to include the fee proposal shown in Attachment B.

John Higgins
July 28, 2010
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The scope of services for our work is fully defined in Article 8 of our contract and includes all requirements for complying with the MSBA funding program (a copy of the contract is attached to this letter for reference). The fee amount is within the budget established by the Town. During the design phase, in addition to overall management of the process, we will undertake a constructability review of the drawings and specifications as well as provide a coordination review which is conducted by a sub-consultant and is included in our fee. We will also undertake costs estimate reviews for the Design Development and Construction Documents phases of the project as part of the lump sum fee. We will complete the RFS and the RFP process for selection of the CM-at-Risk and we will also administer trade contractor Prequalification including participating as a member of the Owner's Prequalification Committee. As mentioned above, during construction, in addition to our Project Management team, we will have a full-time Project Representative on site throughout construction and final completion. Our fee is based on completing design no later than December 2010 and completing all work no later than March 2013.

If you have any questions regarding the fee proposal, please let me know.

Sincerely,



Jeffery A. Luxenberg, CCM, AICP
Project Director

Cc: Dan Deveau, Co-Chair Uxbridge School Building Committee
George Zini, Uxbridge Superintendent of Schools
Don Sawyer, Business Manager, Uxbridge Public Schools

Attachments - Amendment #2
Attachment A – Payment Schedule
Attachment B: Joslin Lesser + Associates Fee Proposal
OPM Contract between Joslin Lesser and Town of Uxbridge