

ATTACHMENT F

CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. 3

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, and Amendment No. 2 was executed on April 29,2010; the Parties wish to amend the Contract with Amendment No 3 effective August 9, 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 services for the Design Development Phase, the Construction Documents Phase, the Bidding Phase, the Construction Phase, and the Final Completion Phase of the project, pursuant to the terms and conditions set forth in the Contract, as amended.

Proposed Additional Fee: **\$ 2,824,200**

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	-	-	\$1,115,000	\$1,115,000
Bidding Phase	-	-	\$80,000	\$80,000
Construction Phase	-	-	\$895,000	\$895,000
Completion Phase	-	-	\$94,200	\$94,200
Total Fee	\$300,000	\$ 61,160	\$2,824,200	\$3,185,360

3. The Construction Budget shall be as follows:

Original Budget:	\$0
Amended Budget	\$34,469,807

4. The Project Schedule shall be as follows:

Original Schedule:	
Amended Schedule	Design Development Complete 10/06/10
	Construction Documents Complete 12/29/10
	Substantial Completion 07/03/12

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 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.

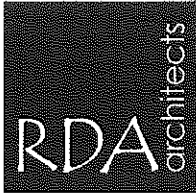
OWNER

Beth A. Pinner
(print name)
Chair, Village Board of Selectmen
(print title)
By [Signature]
(signature)
Date 25 August 10

DESIGNER

GENE S. RAYMOND, JR
(print name)
PRESIDENT, RAYMOND DESIGN ASSOCIATES, INC.,
(print title)
By [Signature]
(signature)
Date 8-4-2010

D-B-B



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

July 31, 2010

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

Re: Contract Amendment #3 – DD thru Constr. Admin.
Uxbridge High School

Jeff:

We are pleased to submit our proposal 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 MSBA Board Approval at their meeting held on July 28, 2010.

PROJECT DESCRIPTION

Our proposal is based on completing Design Development thru Completion Phase services as defined by our contract agreement.

The total project budget is \$43,000,000 inclusive of construction costs, fees and administrative costs, owner's project management costs, furniture and technology costs and contingencies. The estimated construction budget is \$34,469,807 plus contingency, based on obtaining a Guaranteed Maximum Price (GMP) from a Construction Manager at Risk procured through MGL Chapter 149A, or a General Contractor procured through MGL Chapter 149.

SCOPE OF SERVICES

Design Development through Completion Phase basic services, as defined in the contract for Designer Services, to be included in the lump sum fee includes the following professional services:

- Architectural
- Civil Engineering
- Landscape Architecture
- Structural Engineering
- Mechanical Engineering
- Plumbing Engineering

- Fire Protection Engineering
- Electrical/Lighting Engineering
- Cost Estimating
- Food Service Consulting
- Acoustic Consulting
- Specifications Consulting
- Technology Infrastructure and Equipment Consulting
- Data/Communications Consulting
- Sound/Video Systems Consulting
- Library/Media/Audio Visual Consulting
- Sustainable/Green Design Consulting
- Furniture, Fixtures, and Equipment (FF&E) Consulting
- Code and Accessibility Consulting
- Security Consulting
- Local Site Permitting, except as defined in Article 7.5 as an Additional Service
- Interior Design for color and material selection
- Assistance in selection of CM and Trade contractors per MGL Ch 149A
- Preparation of early bid packages for Sitework, Concrete and Steel.

FF&E and Technology consulting services include design, selection, bid, award, and review of new furniture and equipment.

Green team support and energy modeling will be performed as part of basic services to the extent required by applicable law or to meet MA-CHPS requirements.

The following Additional Services were performed during the Feasibility/Schematic Design Phase pursuant to Amendments #1 and #2. Any additional scope required for these services is outside the scope of our basic services and will be performed as an additional service.

- Topographic Survey – complete for Schematic Design purposes. Additional work will be performed as an Additional Service in future phases.
- Geotechnical Investigation and Foundation Recommendations – preliminary complete. Final borings and recommendations to be completed during Design Development Phase as an Additional Service.
- Geo-Environmental Consulting (final investigation, engineering and/or any design services related to removal and disposal of any contaminated soils that may be encountered).
- Environmental Permitting – complete for Schematic Design purposes. Additional work will be performed as an Additional Service in future phases.
- Off-Site Traffic – initial study complete. Additional work will be performed as an Additional Service in future phases.

PROJECT SCHEDULE

We anticipate the following milestones for the Design Schedule to be approximately:

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|----------------------|---|
| • August 1, 2010 | Commence Design Development Phase |
| • September 15, 2010 | Complete Design Development Phase |
| • November 17, 2010 | Issue Early Site, Concrete and Steel Packages |

- December 1, 2010 Complete 90% Contract Documents
- December 22, 2010 Complete Contract Documents Phase

Contract Administration services shall commence with the award of the Contract for Construction and extend 60 days from the original scheduled date of Substantial Completion in accordance with Article 8.3 of the Contract.

COMPENSATION

Compensation being requested for Basic Services from Design Development through Completion Phase services is a Lump Sum fee of \$2,824,200 (two million, eight hundred twenty four thousand, two hundred dollars). These amounts are in addition to our authorization to date on the project for Basic Services for the Feasibility Study and Schematic Design Phases which was \$300,000 in addition, authorization to date for additional sub-consultant services not included in the scope of the Basic Services is \$61,160 which was authorized in Amendments #1 and #2. Thus, the total Contract amount including Amendment #3 is \$3,185,360 as detailed below:

Basic Services

• Basic Services to date:	\$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
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Additional Services to Date (Amendments #1 & 2)	<u>\$61,160</u>
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Total Services	\$3,185,360
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The following expenses are included within our Basic Services:

- a. Transportation and sustenance
- b. Reproduction and Printing, except as defined in Article 9.1 of the contract
- c. Delivery and Postage, except as defined in Article 9.1 of the contract
- d. Telephone and Faxes

The following consulting services will be provided as an additional service and authorization for such will be requested under separate cover:

- a. Site Survey
- b. Geotechnical Consulting
- c. Soils Testing
- d. Geo-Environmental Consulting
- e. Environmental Permitting
- f. Traffic
- g. Other Consulting as applicable and which is not defined in the contract as part of Basic Services.

ASSUMPTIONS

Expenses for bidding, such as delivery and printing of bid documents, are not included within basic services.

Receipt of furniture (FF&E) and technology equipment on-site and inventory of existing furniture and technology equipment (FF&E) is outside the scope of services.

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.", with a stylized flourish at the end.

Gene S. Raymond Jr., AIA
President