

ATTACHMENT F

CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. 4

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

WHEREAS, the parties wish to amend the Contract with Amendment No 4 to be effective on August 23, 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 additional services pursuant to Article 8 of the Contract and as specified in Section 4.11 to complete geotechnical and geoenvironmental work, site surveys, wetland services and traffic studies.
Proposed Additional Fee: **\$ 196,755**
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
GeoTech&GeoEnv	-		\$40,775	\$40,775
Site Survey	-		NTE \$9,460	NTE \$9460
Site Survey	-		\$20,020	\$20,020
Wetlands	-		\$58,300	\$58,300
Traffic Studies	-		NTE \$68,200	NTE \$68,200
Total Fee	\$300,000	\$ 2,885,360	\$196,755	\$3,382,115

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 10/07/10
	Construction Documents Complete 01/26/11
	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.

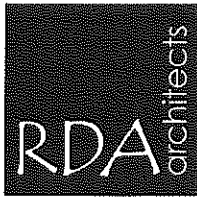
IN WITNESS WHEREOF, the Owner, with the prior approval of the Authority, and the Designer have caused this Amendment to be executed by their respective authorized officers.

OWNER

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

DESIGNER

RAYMOND DESIGN ASSOCIATES, INC.
(print name)
GENES S. RAYMOND, JR., PRESIDENT
(print title)
By [Signature]
(signature)
Date 8-23-2010



Raymond Design Associates, Inc.

222 North Street, Hingham, Massachusetts 02043
Telephone 781-749-5530

August 17, 2010

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

Re: Contract Amendment #4 – Additional Services
Uxbridge High School

Jeff:

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.

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:

- Survey: Topographic survey by Andrews Survey for widening Quaker Highway and for Geotechnical Investigations.
- Survey: Survey work by BSC Group for Natural Heritage and Wetlands Resource Areas.
- Wetlands: Wetlands & MEPA-ENF Permitting by BSC Group.
- Traffic: Permitting for off-site improvements at Quaker Highway.
- Geotechnical & Geo-Environmental: Site borings and test pits by PEER Consultants (excluding site lighting investigations).

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, #2 and #3.

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 & 2): **\$61,160**

Additional Services – Amendment #4

- Andrews Engineering - Survey:
 - Not to Exceed \$8,600 x 1.1 Markup = \$9,460
- BSC Group - Survey:
 - \$18,200 x 1.1 Markup = \$20,020
- BSC Group – Wetlands Permitting:
 - \$53,000 x 1.1 Markup = \$58,300
- BSC Group – Traffic:
 - Not to Exceed \$62,000.00 x 1.1 markup = \$68,200
- PEER Consultants - Geotechnical:
 - \$37,050 x 1.1 Markup = \$40,775

Total Additional Services – Amendment #4 **\$196,755**

Total Services – Basic Services + Amendments #1 - 4: **\$3,382,115**

ASSUMPTIONS

Please find applicable proposals 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

Andrews Survey & Engineering, Inc.

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

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

Land Surveying • Civil Engineering • Site Planning

August 18, 2010

Gene S. Raymond, Jr. AIA, LEED AP
Raymond Design Associates
222 North Street
Hingham, MA 02043

Re: Professional Land Surveying Services
Quaker Highway (Rt. 146A) – Uxbridge, MA
ASE Project #2010-091.2

Dear Mr. Raymond:

Andrews Survey & Engineering, Inc. ("ASE") is pleased to provide a fee proposal for the professional land surveying services required to complete the Scope of Services specified below for the above referenced project located along the Quaker Highway (Rt. 146A) in Uxbridge, MA. The following proposal is based on a review of the scope of work provided in recent email correspondences from BSC Group; a review of work performed in the vicinity by our office; and from similar projects. The fee for our professional services required to complete the Scope of Services for this project shall not exceed **\$8,600**. The detailed Scope is as follows:

Scope of Professional Services

Quaker Highway (Rt. 146A) Base Plan.....\$5600

For the purposes of this fee proposal the limit of work shall be defined as the area within the right-of-way of the Quaker Highway (Rt. 146A), including ten (10') beyond the westerly side of the right-of-way, starting 200 feet beyond the driveway of the third house south of the New England Power Company easement and extending northerly approximately twenty (20') beyond the intersection with Mill Street, including twenty (20') up Mill Street. In addition, the limit of work shall include a wetland resource area situated along the westerly side of the Quaker Highway.

- ASE shall perform an instrument survey in accordance with Massachusetts Department of Transportation (MassDOT) standards to locate existing roadway features with elevation data including, but not limited to, pavement; striping; curbing; signage; guardrails; wetland flags; highway boundary monuments; driveway openings; culverts, catch basins, and drain manholes with rim & invert elevations and pipe material & diameter; water gate valves and hydrants; gas gate valves; electric handholds, pullboxes, and transformers; light poles; communication boxes; isolated trees; outlines of tree masses; and ledge outcrops within the limit of work.
- ASE shall perform an instrument survey to obtain the location and elevation of up to four (4) sewer manholes between Susan Parkway and the bridge over the Blackstone River, including invert elevations, pipe material, and diameter.
- ASE shall update the existing conditions base plan to include all located site features, including highway lines with bearings and distances, baseline stationing, and topography consisting of spot elevations and 2-foot contour intervals. ASE shall furnish an AutoCAD file containing horizontal and vertical data sufficient for Digital Terrain Modeling (DTM) on the NGVD29 datum.

Building Staking, Test Pit and Boring Locations and Wetland Resource Area Location.....\$3000

For the purposes of this fee proposal the limit of work shall defined as the area within and immediately adjacent to the proposed locations of the school building, as well as the proposed track & field area and the proposed tennis courts area. In addition, the limit of work shall include a wetland resource area situated on the site.

- ASE shall stake the location of approximately 13 building corner points as shown on the attached drawing.
- ASE shall locate borings and test pits to be dug in the building area, as well as approximately 10 additional borings and associated test pits to be established in the track & field and tennis courts areas. In addition, ASE shall locate new wetland flags to be set in the area of the entrance road.
- ASE shall update the existing conditions base map with the location of the above points. ASE shall furnish an AutoCAD file containing horizontal and vertical data on the NGVD29 datum.

Reimbursable Expenses (reprographics, postage, etc.)

Our reimbursable expenses are not included in the fee and are charged at our actual costs plus a ten percent (10%) handling charge. *We anticipate that reimbursable expenses for this project shall not exceed five percent (5%) of the fee, or approximately \$275.*

Schedule of Professional Fees – Hourly Rates:

The fees provided herein are based on our current charge rates, 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/AutoCAD Technician	\$ 80.00
Registered Professional Land Surveyor	\$110.00
Senior Project Surveyor	\$ 80.00
Survey Field Crew – 2 person field crew	\$125.00
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 engineering services on the project. Professional liability insurance certificates shall be furnished upon request. 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,

Raymond Design Associates
August 18, 2010
Page 3 of 5

please contact this office. Thank you for your consideration of the services of Andrews Survey & Engineering, Inc.

Very truly yours,
ANDREWS SURVEY & ENGINEERING, INC.



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

Attachment(s)

APPROVED AND ACCEPTED:

For: Raymond Design Associates

Signature: _____

Name: _____

Title: _____

Date: _____

Tel #: _____



August 17, 2010

Uxbridge High School-
Summary of Additional Services-BSC Group

33 Waldo Street
Worcester, MA 01608

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

www.bscgroup.com

1.1 Survey & Investigation of Wetland Resource Areas

Site survey of resource areas to include on-site investigation, assessment and mapping of low areas, vegetation and water bodies. Field locate identified areas and include in base plan of existing site conditions. Forward resource mapping to Army Corp for review and determination of jurisdiction of mapped areas.

1.2 Survey & Investigation of Habitat Areas

Site survey of habitat areas to include research and on-site investigation of cover types, field location and mapping of habitat areas. Create habitat area graphics and forward to NHESP for review. Coordinate with NHESP to finalizing habitat protection measures.

1.1 and 1.2 Lump Sum Fee for Services \$18,200

1.3 Wetland Services

Wetland services to include; preparation of USACOE Mass. General Permit; services related to Uxbridge Conservation Commission Notice of Intent and public hearings; stormwater management calculations and report; Wetland mitigation design, mapping of wetland areas near Quaker Highway in support of MADOT access permit application; NPDES CGP Coverage and SWPPP.

1.4 MEPA-ENF

Prepare Environmental Notification Form and submit to MEPA for review. Coordinate and attend a site reconnaissance with MEPA representatives. Respond to comments and provide information as requested by MEPA or interested parties.

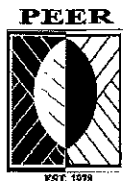
1.2 and 1.4 Lump Sum Fee for Services \$53,000

1.5 Traffic – Off-Site Roadway Improvements

Prepare plans and specifications for off-site road improvements along Quaker Highway per MADOT standards and procedures. Submit plans and specifications to MADOT for review at specified project milestones. Coordinate and meet with MADOT throughout project review. Prepare and submit access permit applications per MADOT.

1.5 Not to Exceed Fee for Services \$62,000

Engineers
Environmental
Scientists
GIS Consultants
Landscape
Architects
Planners
Surveyors



99 South Bedford Street • Burlington, MA 01803
Phone: 781-238-8880 • Fax 781-238-8884
Engineers • Scientists • Planners

August 13, 2010

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

Re: Proposal – Additional Geotechnical Support of the Uxbridge HS Final Design

Dear Mr. Raymond:

In accordance with your request, PEER Consultants is pleased to provide this cost proposal. Additional geotechnical services include (1) borings to determine appropriate footing design for the proposed HS building, (2) borings to determine appropriate footing design for the proposed sports lighting, (3) test pits for the storm water system design, and (4) geotechnical foundation recommendations for HS building and sports lighting.

1. SCOPE OF WORK

PEER will provide design support for geotechnical issues related to the proposed high school construction. The design support effort will include:

1. Geotechnical Testing – Conduct 6 days of subsurface investigation at the new HS site with standard penetration tests and tactile soil screening. Conduct preliminary tree clearing (2 days) to permit access. Conduct survey to pre-identify location of borings.
2. Geotechnical Testing – Conduct 2 days of subsurface investigation at the proposed location of sports lighting with standard penetration tests and tactile soil screening.
3. Geotechnical Testing – Conduct 4 days of subsurface investigation at the proposed location of storm water system with test pits. Observation to be conducted by others.
4. Geotechnical Foundation Recommendations – Summarize soil characteristics and recommend foundation types and details that are supported by these findings.

2. COST

The cost estimate, including labor and material, is as follows:

Investigation	Task	PEER Labor (\$)	Equipment/Lab Expenses (\$)	Budget (\$)
Building Foundation	Clear Trees (2 days)	1900	2800	4,700
	Boring Survey (1 day)	1000	2000	3,000
	Geotech Borings (6 days)	7300	10000	17,300
	Soil Analysis	0	1500	1,500
	Geotech Design	5200	250	5,450
Sports Lighting Foundation	Geotech Borings (3 days)	4900	6000	10,900
	Soil Analysis	0	500	500
	Geotech Design	750	50	800
Storm Water System	Geotech Test Pits (3 days)	0 (observation by others)	5100	5,100
Total				49,250

12,200

3. SCHEDULE

We are able to start work as soon as this project is awarded.

Bldg + Stormwater = \$37,050

Sports Lighting = \$12,200

4. STAFF RESPONSIBILITY

\$49,250 ✓

Mr. Kenneth Menzies will be in charge of the program, and we understand that you will provide general direction and policy decisions on behalf of your organization. Other staff members with appropriate technical backgrounds will participate on this project.

5. GENERAL PROVISIONS

Our work for clients is conducted on a confidential basis, and we will treat information received from you or developed by us in accordance with our Established Professional Standards.

Our work will be on a best efforts basis. We expect that the results will meet the objectives sought, and we have assigned to the work professional personnel having the required skills, experience and competence. Our recommendations and the written material we provide will be our best judgment based upon the information available to us. In any event, our liability for damages arising out of your use of the results of our work or any recommendations we may make shall not be greater than the amount paid to us for the professional services rendered.

Any change in this agreement shall be confirmed in writing. This agreement shall be interpreted according to the laws of the State of Maryland, in which PEER is incorporated.

6. ACCEPTANCE

We appreciate the opportunity to work with you on this important assignment. To authorize us to proceed, please sign this document and return to PEER Consultants, P.C.

Sincerely,

PEER Consultants, P.C.

Kenneth Menzies

Kenneth Menzies
Senior Project Manager

Accepted for
Raymond Design Associates, Inc.

By: _____
Title: _____
Date: _____