

ATTACHMENT F

CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. 6

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

WHEREAS, the parties wish to amend the Contract with Amendment No 6 to be effective on November 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 additional services pursuant to Article 8 of the Contract and as specified in Section 4.11 to complete site surveys.
Proposed Additional Fee: **NTE \$49,227**
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	NTE \$49,227	NTE \$90,002
Site Survey	-	NTE \$21,230		NTE \$21,230
Site Survey	-	\$20,020		\$20,020
Wetlands	-	\$58,300		\$58,300
Traffic Studies	-	NTE \$68,200		NTE \$68,200
Total Fee	\$300,000	\$ 3,093,885	NTE \$49,227	\$3,443,112

Copy -
mailed to
David Krawitz
12/1/10.

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 02/04/11
	Substantial Completion 07/10/12

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, Board of Selectman
(print title)
By [Signature]
(signature)
Date 29 November 10

DESIGNER

RAYMOND DESIGN ASSOCIATES, INC.
(print name)
GENE S. RAYMONDOR, PRESIDENT
(print title)
By [Signature]
(signature)
Date 11-29-2010



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

November 24, 2010

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

Re: Contract Amendment #6 – 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:

- Geotechnical Budget: Archaeological Survey of Quaker Highway site as directed by the Massachusetts Historical Commission (MHC) in their letter dated November 8, 2010.

This work is in addition to geotechnical work previously authorized.

- Public Archaeological Laboratory (PAL) has provided RDA with a proposal to perform the archaeological survey work required by the Massachusetts Historical Commission as part of the MEPA permitting process. PAL is a non-profit group from Pawtucket, RI specializing in archaeological work. They are familiar with the project site, having worked extensively in the Blackstone River corridor and on this parcel specifically as part of the bikeway permitting underway by Mass Highway. The scope of work detailed in PAL's proposal is very detailed and is very time sensitive. A series of approximately 180 pits must be hand dug over approximately 17 acres of project site not previously disturbed by gravel mining operations. This work will take approximately eight working days (weather dependent) after receipt of a permit from MHC and must be completed prior to the

ground freezing. After analysis of the pits, PAL will provide technical guidance and assistance to the town for permitting work going forward. The degree of permitting and/or remediation work subsequent to the archaeological survey could range from 'very little' to 'significant', depending solely on what, if anything is found in the pits. As such, additional scope beyond this survey is not included in PAL's proposal.

- In support of PAL's archaeological survey work, Andrews Survey will stake the perimeter of the 17 acre work area at approximately 100 foot intervals prior to archaeological work taking place.
- During recent meetings and conversations with PAL, it has come to light that the proposed sewer line that BSC has designed needs to be relocated, away from an existing, but previously undisclosed, 'significant' archaeological site adjacent to the river. BSC had attempted to contact PAL via Mass Highway as part of its permitting scope of work this past summer and had been denied. As such, BSC Group will now be redesigning the sewer line around this site and updating the various permits it has submitted on the town's behalf, as well as providing support to PAL and Andrews Survey in the form of drawings and coordination.

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, #3, #4 and #5.

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, 4 & 5): **\$269,685**

Additional Services – Amendment #6

- BSC Group:
 - Not-to-Exceed \$14,500 x 1.1 Markup = \$15,950
- Andrews Engineering:
 - \$6,840 x 1.1 Markup = \$7,524
- Public Archaeological Laboratory (PAL):
 - \$23,412 x 1.1 Markup = \$25,753

Total Additional Services – Amendment #6

NTE
CAF **\$49,227**

Total Services – Basic Services + Amendments #1 - 6: \$3,443,112

ASSUMPTIONS

Please find Andrews Survey proposal dated November 23, 2010, PAL archaeological survey proposal dated November 23, 2010 and BSC Group proposal dated November 24, 2010, attached.

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 "GSR", followed by a period.

Gene S. Raymond Jr., AIA
President



Scope of Services Uxbridge High School Uxbridge, Massachusetts

Intensive (locational) Archaeological Survey

Submitted to:

November 23, 2010

**BSC Group
Raymond Design Associates, Inc.
Town of Uxbridge**

The Town of Uxbridge is planning to build a new high school and associated facilities on town-owned property off of Quaker Highway (RT 146A), two miles from the existing school. The parcel of town-owned land is approximately 150 acres bordered on one side by the Blackstone River and Blackstone Canal and the other by the highway. Approximately 35 acres will be used for the development of a 123,000 sf school building, parking, athletic field, and tennis courts. Two former gravel pits occupy approximately half of the area of proposed development. In addition there will be 1,000 foot roadway off of Quaker Highway and a 1,650 foot sewer connection to South Main Street (Route 122). A portion of the Blackstone Canal and the proposed Blackstone River Bikeway are located in the parcel, just northeast of the proposed school buildings and ball fields.

The project is being reviewed under the MEPA process and may meet the requirements for a Category 1 permit under the US Army Corps of Engineers General Permit within Massachusetts. As such the project is subject to Section 106 of the National Historic Preservation Act, as amended (36 CFR 800) and the review of the Massachusetts Historical Commission (MHC) under MEPA regulations (950 CMR 70). The MHC commented on the project in a letter dated November 8, 2010, requesting an intensive (locational) archaeological survey to locate, identify, and evaluate any significant historic and archaeological resources that may be affected by the project and if any are located to consult to develop a plan to avoid, minimize, or mitigate and project-related adverse effects.

In 2006-2007 an intensive (locational) archaeological survey was conducted for Section 2 (3.8 miles) of the Blackstone River Bikeway project. A portion of the proposed bikeway route runs through the town-owned parcel, adjacent to the area being developed for the high school. In addition to canal-related features, four pre-contact archaeological sites were located along the proposed bikeway route. One site, the Lavallee 2 Site, is located within the town-owned parcel, and has been evaluated as eligible for listing in the National Register of Historic Places. It appears that the proposed route for the sewer connection will go through this archaeological site.

In response to a request from the BSC Group and RDA, Inc., on behalf of the Town of Uxbridge, PAL is pleased to submit this scope of services to undertake the requested intensive (locational) archaeological survey. **This proposal only addresses the request to locate and identify any significant historic or archaeological resources in the areas of the project to be directly impacted.** If resources are identified that require evaluation, PAL will prepare a scope and fee for these additional efforts.



Intensive (Locational) Archaeological Survey

The goal of the intensive (locational) archaeological survey is to locate and identify any archaeological resources that may be impacted by the proposed project, and to provide a preliminary assessment of the potential significance of any resources identified. PAL's intensive (locational) archaeological survey methodology has been formulated according to the standards and guidelines set forth in *Public Planning and Environmental Review: Archaeology and Historic Preservation, Massachusetts Historical Commission (MHC 1985)*. In order to complete this goal, the following activities will occur.

Task 1: Coordination/Consultation

PAL will prepare a technical proposal for an intensive archaeological survey for submission to MHC with a State Archaeologist's permit application. The proposal will be prepared in accordance with 950 CMR 70; it will describe the project research design, methodology, and work products to be delivered as part of the study. PAL will coordinate with the Massachusetts Commission on Indian Affairs (MCIA) to review the proposed project and to seek input concerning areas of concern to Native American groups. The project is considered an undertaking under Section 106 of the National Historic Preservation Act of 1966, as amended. PAL will coordinate with the Tribal Historic Preservation Officer (THPO) of the Wampanoag Tribe of Gay Head (Aquinnah) as stipulated in the US Army Corps of Engineers General Permit for Massachusetts. PAL will also coordinate with local historical societies and commissions for information.

The project area falls within the Blackstone River Valley National Heritage Corridor, now known as the John H. Chafee Blackstone River Valley National Heritage Corridor (JHCBRVNHC), which was established by Congress per Public Law 99-647 (November 10, 1986). Section 9 of Public Law 99-647 requires a rigorous evaluation of all feasible and prudent alternatives to federal actions that affect inventoried historic resources within the corridor and mandates that the John H. Chafee Blackstone River Valley National Heritage Corridor Commission (JHCBRVNHCC) be given the opportunity to review and comment on all such actions.

Task 2: Research

A review of local geography, geology, ecology, soils, prehistory, and history will be conducted to gather information to assess the archaeological sensitivity of the project area and to develop predictive statements for the types of Native American and EuroAmerican archaeological resources that may be present. Cultural resource inventories maintained by the MHC and local historical associations will also be reviewed for relevant data. The background research will examine primary and secondary documentary sources (town histories, maps, etc.) to identify EuroAmerican archaeological sites within or adjacent to the project area. In addition, attempts will be made to identify and interview local individuals with knowledge of the history and prehistory of the project area.

A walkover of the project area will be conducted. All areas proposed for development will be subjected to a close ground inspection for evidence of any pre-contact, contact, and post-contact period cultural deposits. A walkover will be conducted to collect data on current environmental and



topographic setting as well as any surface evidence of possible archaeological sites (artifact scatters, cellar holes, etc.).

Task 3: Sensitivity Assessment

Results of the research and walkover survey will be used to develop a sensitivity ranking and predictive statements concerning the potential for the presence of Native American and EuroAmerican cultural resources.

Native American archaeological sensitivity will be determined by assessing key environmental attributes, the presence of documented cultural resources in and adjacent to the project area, and the degree of disturbance. Key environmental attributes are proximity to water, well-drained soils, and level topography. EuroAmerican archaeological sensitivity will be determined by assessing information collected during the research and walkover. Documentary research used in conjunction with an evaluation of the physical condition of a project area and the presence of visible sites is the most useful approach to determining the sensitivity of a project area. The sensitivity assessment will result in locating the areas of impact that will undergo archaeological testing.

Task 4: Field Investigations

Once the research, walkover, and assessment are complete and the State Archaeologist issues the permit, PAL will undertake subsurface testing. Subsurface testing locations will be determined by the results of the sensitivity assessment and environmental and topographic information collected during the walkover survey. The project area will be tested by excavating 50 x 50 centimeter (cm) test pits within 30 x 30-meter (m) blocks and/or along test pit transects. The blocks customarily contain 13 test pits in a staggered grid pattern. Blocks of this size are more effective in locating sites than larger blocks (50 x 50 m) and test pit transects. Testing within 30 x 30-m blocks increases the probability that smaller sites (less than 10 m in diameter) will be located. Transects, with test pits located at 10-m intervals, will be placed in areas too small or narrow for block testing.

Test pits will be excavated by shovel in arbitrary 10-cm levels to sterile subsoils. All excavated soil will be screened through ¼-inch hardware cloth and remaining cultural material will be collected. Soil horizons will be recorded for each unit. Cultural material and samples will be bagged and labeled with provenience information.

If cultural material is found in isolated test pits, additional testing will determine the extent and density of the deposition. This additional testing will be completed in the form of arrays in which test pits are placed at 5 m intervals in each of the cardinal directions around the test pit where the material was originally located.

Based on a review of information provided in the EENF, project mapping, available soil maps, and aerial ortho-photography the project area can be broken down into sub areas of varying archaeological sensitivity based on topography and site conditions. The former gravel quarries are considered to have low archaeological sensitivity. The surrounding upland areas are assessed as having moderate to high archaeological sensitivity. **Based on the available information, PAL has estimated that approximately 180 test pits will be necessary to adequately test these upland areas.**



Task 5: Laboratory Processing and Analyses

All cultural materials recovered from the project area during the field investigations will be returned to the PAL facility for laboratory processing and analyses. These activities will include:

- cleaning, identification, and cataloging of any recovered cultural materials;
- preliminary analysis of spatial distributions of cultural materials;
- map and graphics production.

Curation

Following laboratory processing and cataloging activities, all recovered cultural materials are stored in acid-free Hollinger boxes with box content lists and labels printed on acid-free paper. These boxes are stored at PAL according to curation guidelines established by the Secretary of Interior standards 36 CFR79 and MHC guidelines.

Task 6: Technical Report

Upon completion of the fieldwork portion of the survey, PAL will notify Proponent via a letter summarizing the results of the intensive survey and any recommendations for additional work that may be necessary. PAL will prepare an intensive (locational) survey report which will follow the guidelines established by the National Park Service in the Recovery of Scientific, Prehistoric, Historic, and Archeological Data (36 CFR Part 66 Appendix A) and the MHC. A draft copy of the report will be submitted to Client for review and comment prior to submission to the MHC.

Schedule

PAL is prepared to submit the technical proposal and permit application to the MHC on receipt of a written notice-to-proceed. The fieldwork portion of the intensive locational survey will take approximately 8 days and can be completed within two weeks of the receipt of an archaeological permit, weather permitting. A letter summarizing the results of fieldwork will be submitted within one week of the completion of fieldwork, and the technical report can be submitted for client review within 45 days.

Submission of Permit Application to MHC: December 1, 2010

Consultation, Research, Walkover: December 1 through December 10, 2010

Receipt of State Archaeologist's Permit: December 10, 2010 (not under PAL's control)

Field Testing: December 13 through December 21, 2010

Submission of Letter Memo: January 7, 2010

Submission of Technical Report: February 4, 2010

The schedule is subject to weather conditions. Fieldwork cannot take place without a State Archaeologist's permit in hand. It may take 30 days or more to receive that permit. Fieldwork cannot take place if it is raining, snowing, or sleeting. Fieldwork cannot take place if the ground is snow covered or frozen.



Project Personnel

A Principal Investigator will oversee the archaeological investigations. The fieldwork will be supervised by a Project Archaeologist. All PAL project personnel meet the qualifications set by the National Park Service (36 CFR Part 66, Appendix C).

Cost

The fee proposal attached to this document is for an intensive (locational) archaeological survey only. No services other than those described above are covered by the cost proposal dated November 20, 2010 in the amount of \$23,412. If any archaeological sites are found it may be necessary to conduct an archaeological site evaluation, if that is the case another cost proposal will be submitted at that time.

Approved
[Signature]
GEOFF S. RAYMOND, JR.
PRESIDENT
RAYMOND DESIGN ASSOCIATES, INC.
11-29-2010

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

November 23, 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 #2010-091.4*

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 outlined in our discussion of November 23, 2010, a review of previous work performed on the property, and from similar projects. The fee for our professional services required to complete the Scope of Services for this project shall not exceed **\$6,840**. The detailed Scope is as follows:

Scope of Professional Services

Field Delineation of Limit of Clearing.....\$6,840

- ASE shall perform an instrument survey to delineate the location of the limits of clearing as shown on the plan entitled "Site Plan Uxbridge High School, Uxbridge, MA" dated October 2, 2010 and as discussed in our meeting of November 23, 2010. Delineation shall be in wooded areas only. Delineation shall consist of oak stakes 48" in length with flagging on the stake and also on adjacent trees as required by site conditions; clearing lines shall be marked at 100-foot intervals and at shorter intervals as required by site conditions.

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.

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, 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, Inc.

Signature: 

Name: GENE S. RAYMOND JR

Title: PRESIDENT

Date: 11-29-2010

Tel #: 701-501-5270

GENERAL TERMS AND CONDITIONS

1. **Right of Entry:** The signing of the agreement gives authorization for Andrews Survey and Engineering, Inc. ("ASE") 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 ASE, 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. ASE shall be paid for services completed and reimbursable expenses incurred 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 and reimbursable expenses incurred 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 ASE 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. **Electronic Documents:** Andrews Survey & Engineering, Inc. agrees to provide materials to the Client stored electronically. In accepting and utilizing such documents, the Client recognizes that data, plans, specifications, reports, documents, or other information recorded on or transmitted as electronic media ("CADD Documents") are subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the CADD Documents are provided to the Client for information only and not as an end product. Differences may exist between the electronic documents and the signed and/or sealed hard copy drawings and other data. In the event of a conflict between the signed drawings and the electronic documents, the signed and/or sealed hard copy documents shall govern.

- 9. Ownership of Documents, including CADD Documents:** ASE shall retain sole and exclusive ownership of all engineering drawings, plans, estimates, reports, original field notes, field data, soil boring logs, calculations and other documents, including CADD documents prepared by this office as instruments of service. ASE agrees 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 for information and reference only upon payment in full of all services hereunder and 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. The client shall not use the instruments of service for future alterations to this project or for other projects, unless the client obtains the written consent of ASE. The client shall defend, indemnify and hold ASE harmless from and against any claims, losses, liabilities and damages arising out of or resulting from the unauthorized use of the documents, including CADD documents.
- 10. 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 ASE 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.
- 11. Delays:** ASE 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, ASE 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.
- 12. Testimony:** Client agrees to pay in accordance with the schedule of fees set forth above for the participation in court by ASE 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.
- 13. Professional Services:** All professional services provided by ASE will be performed with that degree of skill and care ordinarily exercised by practicing surveyors performing similar services in the same locality, under the same or similar circumstances and conditions. ASE does not guarantee acceptance or approval of the project by municipal, state or federal agencies.
- 14. Time Limitation:** The agreement is null and void unless executed by the client and returned to this office within thirty (30) days.
- 15. Exclusions:** The scope of services under this contract does not include any services not explicitly listed, including, but not limited to, application and/or municipal fees, meetings or presentations not listed, architectural plans, police detail, off-site roadway improvement plans, off-site utility services or designs not listed, construction layout services, construction equipment charges, laboratory testing, traffic impact and analysis study; or any additional construction related services not listed.
- 16. Dispute Resolution:** Any claim, dispute, or other matter in question relating to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party.
- 17. Entire Agreement:** The signed proposal and the General Terms and Conditions represents the entire and integrated agreement between the client and ASE and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both client and ASE.



November 23, 2010

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

33 Waldo Street
Worcester, MA 01608

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

www.bscgroup.com

**RE: Uxbridge High School -Proposal for Extra Services related to the Mass
Historical Commission Letter**

Dear Mr. Raymond:

BSC Group (BSC) is pleased to provide extra services to Raymond Design Associates, Inc. (RDA) related to the request from Mass Historical Commission to conduct an intensive (locational) archaeological survey on the Uxbridge High School site on Quaker Highway. BSC has the following understanding of the circumstances leading to the need for these extra services:

- In response to the ENF submitted to MEPA for the project, Mass Historical Commission (MHC) provided a response letter requesting that an archaeological survey be conducted on the site.
- PAL Inc. is submitting to RDA a separate proposal outlining the tasks necessary to conduct the archaeological survey
- PAL, Inc. conducted a similar survey for MADOT in 2007 for the Blackstone Bikeway section that is on the High School site. The report was not completed and therefore was not part of the public record. In early September, BSC contacted MADOT for permission to contact PAL, Inc for the information and was denied.
- With this recent letter from MHC, and subsequent meetings with PAL, Inc. it became known that a "significant cultural and historical site" (Lavallee 2) was documented along the bikeway adjacent to the north gravel pit. The location of Lavallee 2 site conflicts with the proposed location of the sewer line connection.
- Preliminary review of the relocation of the sewer line indicates that it will be necessary to increase wetland impacts.
- In order for the archaeologists to know the project boundaries, Andrews Survey will stake the limits of work within the forested portions of the development area.

1.0 Scope of Extra Services

- 1.1 BSC will provide plans and supporting documents to PAL, Inc. and Andrews Survey
- 1.2 BSC will coordinate with PAL, Inc. throughout the duration of the project.
- 1.3 BSC civil engineers will redesign the sewer connection in order to avoid and minimize impacts to Lavallee 2.
- 1.4 NOI – Conservation Commission
 - Update wetland replication area plan - increase size of area proposed.
 - Prepare and submit to the Cons Comm. updated set of plans
 - Prepare and submit a letter to the Conservation Commission describing changes to wetland impact
 - Attendance at an additional Conservation Commission public meeting .

Engineers

Environmental
Scientists

GIS Consultants

Landscape
Architects

Planners

Surveyors



1.5 NHESP

- Prepare and submit updated plans along with a narrative letter explaining changes.

1.6 MEPA

- Notice of Project change to inform them of impact changes.

1.7 USACOE

- Inquire if the presence of the site eligible for the National Register automatically pushes the project into a Category 2 application.

***If Category 2 General Permit with USACOE is required, a separate scope of extra services will be provided outlining the tasks necessary to complete the work.

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 per the terms and conditions of the existing agreement and described in the Section 1.0 above. The services shall be rendered on a time and materials basis and a not to exceed fee of \$14,500. Fees shall be invoiced on a monthly basis on time and materials plus reimbursable expenses for the services listed. 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.

Fee not to exceed \$14,500.

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.

Sincerely,

BSC GROUP, INC.

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

AGREED AND ACCEPTED BY:
Raymond Design Associates, Inc.

Authorized Signature

PRESIDENT

Title

11-29-2010

Date

APPROVED BY:
BSC Group, Inc.

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

11/24/10

Date

FEE SCHEDULE

July 1, 2010 – December 31, 2010

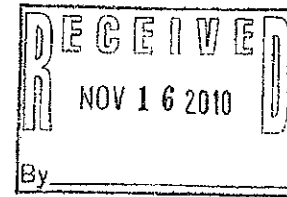
Rates are subject to change effective January 1, 2011

<u>Classification</u>	<u>Hourly Rate</u>
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. 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. A one-time archival charge of eight-tenths of one percent (.008) of total billings (excluding direct expenses) or One Hundred Dollars (\$100.00), whichever is greater, shall be assessed to each project.

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



The Commonwealth of Massachusetts

November 8, 2010

William Francis Galvin, Secretary of the Commonwealth
Massachusetts Historical Commission

Michael Szlocek
Uxbridge Town Manager
21 South Main Street
Uxbridge, MA 01569

RE: New Uxbridge High School, Quaker Highway, Uxbridge, MA. MHC #RC.49626. EEA #14664, and
Rosenfeld Well Site, Uxbridge, MA. MHC #RC.32756. EEA #13922.

Dear Mr. Szlocek:

Staff of the Massachusetts Historical Commission (MHC), the office of the State Historic Preservation Officer, have reviewed the Environmental Notification Form (ENF) submitted for the Uxbridge High School project referenced above, and the MHC's files for the Rosenfeld Well Site project, noted in the ENF as a project previously reviewed on the same property.

The project requires a permit from the US Army Corps of Engineers. Therefore, the MHC is reviewing the project pursuant to Section 106 of the National Historic Preservation Act of 1966 as amended (36 CFR 800). The MHC will coordinate MHC's review for the state agency funding and permits and for the MHC's review under the MEPA regulations (see 950 CMR 71.04((2) & (3))).

Uxbridge High School

The project is located in the Blackstone Canal Historic District (UXB.Q), listed in the State and National Registers of Historic Places. Archaeological sites recorded in the Inventory of Historic and Archaeological Assets of the Commonwealth are in the project vicinity. Portions of the project area that have not been previously disturbed are considered to be highly sensitive for containing significant historic and archaeological resources. The favorable environmental setting adjacent to the Blackstone River, Emerson Brook, and associated wetlands resources, and the presence of identified ancient and historical period resources in this area of Uxbridge, indicates a high likelihood that the project area contains ancient and historical period archaeological sites.

The MHC requests that an intensive (locational) archaeological survey be conducted for the project by a qualified archaeological consultant under a State Archaeologist's field investigation permit (950 CMR 70). The goal of the survey is to locate, identify, and evaluate any significant historic and archaeological resources that may be affected by the project, and to provide sufficient technical information to consult to develop a plan to avoid, minimize, or mitigate any project-related adverse effects to important historic and archaeological resources.

Project planners should submit project information directly to the Blackstone River Valley National Heritage Corridor Commission, and to the Uxbridge Historical Commission, for their review and comment. A copy of any comments from these agencies should be provided to the MHC and US Army Corps of Engineers.

Rosenfeld Well Site

Comparison of the project plans submitted for the new high school project, with plans submitted in 2006 for the MHC's review of the well and pipeline indicates that the Rosenfeld Well Site project may have changed subsequent to MHC's review. The MHC requests that the Town of Uxbridge provide the current project plans for the Rosenfeld Well project, and indicate the status of the project.

These comments are offered to assist in compliance with Sections 106 of the National Historic Preservation Act of 1966 as amended, MGL c. 9, ss. 26-27C (950 CMR 70-71), and MEPA (301 CMR 11). Please contact Edward L. Bell if you have any questions.

Sincerely,



Brona Simon
State Historic Preservation Officer
Executive Director
State Archaeologist
Massachusetts Historical Commission

xc:

Supt. George Zini, Uxbridge Public Schools
Benn Sherman, Uxbridge DPW
Mary Ellen Radovanic, BSC Group Inc.
Donald J. Tata, Tata & Howard, Inc.
Karen Kirk Adams, USACOE-NED-Regulatory
Kathleen Atwood, USACOE-NED
Secretary Ian A. Bowles Attn.: Purvi Patel, MEPA Office
DEP/CERO-Wetlands
Massachusetts School Building Authority
Blackstone River Valley National Heritage Corridor Commission
Uxbridge Conservation Commission
Uxbridge Historical Commission