

**UXBRIDGE SCHOOL BUILDING COMMITTEE  
REGULAR MEETING  
Thursday, August 5, 2010  
Uxbridge High School Library, 6:00 p.m.**

*1.) Call to Order*

<b>Members</b>	<b>Absent</b>	<b>Present</b>
Robert Departie Jr.	_____	_____
Dan Deveau, Co-Chair	_____	_____
Mike Legendre	_____	_____
John Higgins, Co-Chair	_____	_____
Eugene O'Rourke	_____	_____
Jeff Stewart, Secretary	_____	_____
Don Sawyer, Vice Chair	_____	_____
Kevin Kuros	_____	_____
Jane Keegan	_____	_____
Bruce Desilets	_____	_____
Ed Maharay	_____	_____

**Non-Voting**

Mike Szlosek, Town Manager	_____	_____
George Zini, Superintendent	_____	_____
Tara Bennett, UHS Principal	_____	_____
Jeff Luxenberg, Joslin Lesser	_____	_____
David Krawitz, Joslin Lesser	_____	_____
Gene Raymond, RDG	_____	_____

*2.) Pledge of Allegiance*

*3.) Public Comment*

*4.) New rules pertaining to open meeting law*

*5.) Review CM at Risk Option and vote on recommendation to BOS*

*6.) Appointment of two or more members of SBC to serve on CM at Risk pre-qualification comm. and CM at Risk selection comm.*

*7.) Discuss design issues (sloped roof)*

*8.) Final budget (form 3011) approved by MSBA*

*9.) Discuss and vote recommendation to BOS for OPM fee, amendment #2 to OPM contract*

*10.) Discuss and vote recommendation to BOS for architect fee, amendment #3 to RDA Contract*

*11.)Vote to send revised JLA organizational chart to MSBA*

*12.) Approval of outstanding invoices*

*13.)Old/New Business*

*14.)Approve Minutes of May 27, 2010 and June 15, 2010*

*15.) Adjournment*

**#5**      **Approve Minutes of May 27 and June 15 Meetings**  
Meeting Minutes May 27<sup>th</sup> attached

# SCHOOL BUILDING COMMITTEE

## MEETING MINUTES

MAY 27, 2010

- 1.) Chairman Higgins called the meeting to order at 6:08 PM at the UHS Auditorium.

<u>Members</u>	<u>Position</u>	<u>Present</u>	<u>Absent</u>
Robert Departie Jr			X
Dan Deveau	Co-Chairman	X	
Mike Legendre		X	
John Higgins	Co-Chairman	X	
Eugene O'Rourke		X	
Jeff Stewart	Secretary		X
Don Sawyer	Vice Chairman	X	
Steve Abate			X
Kevin Kuros		X	
Jane Keegan		X	
Bruce Desilets		X	
Ed Maharay			X
<b><u>Non-Voting</u></b>			
Mike Szlosek	Town Manager	X	
George Zini	Superintendent	X	
Tara Bennett	UHS Principal	X	
Jeff Luxenberg	Joslin Lesser	X	
Melissa Gagnon	Joslin Lesser	X	
Gene Raymond	RDA	X	

- 2.) Pledge of Allegiance

- 3.) Public Comment - None

- 4.) Approval of Open / Outstanding Invoices:

MSDV by Co-Chair Deveau, seconded by SBC Member Legendre, to approve Invoice Summary dated May 27, 2010 from Joslin Lesser & Associates which includes Joslin Lesser contracted OPM Services and Raymond Design Associates, Inc. contract designer services. The **VOTE** was UNANIMOUS.

**5 & 6.) Project Design Review:**

Jeff Luxenberg, Joslin Lesser, provided the Committee with a summary comparison of construction delivery methods (copy attached to these minutes) of which the Town will have to designate one of the options to the MSBA. **MSDV** by SBC Member Keegan, seconded by SBC Member Desilets, to have a non-binding recommendation to be included in package submitted to the MSBA, the Committee's intent to use Construction Manager at Risk delivery method. The **VOTE** was UNANIMOUS.

Gene Raymond, Raymond Design & Associates, provided presentation on project construction designs sent to estimators (copy attached to these minutes).

7.) **Old / New Business:** No action taken.

8.) **Agenda for June 15<sup>th</sup> Public Forum:** No action taken.

**9.) Meeting Minutes:**

**MSDV** by SBC Member Keegan, seconded by SBC Member O'Rourke, to approve the 4/29/10 Meeting Minutes as written. The **VOTE** was UNANIMOUS.

**MSDV** by SBC Member O'Rourke, seconded by SBC Member Desilets, to approve the 5/12/10 Meeting Minutes as written. The **VOTE** was UNANIMOUS.

10.) With no additional business, **MSDV** by SBC Member Keegan, seconded by SBC Member Legendre, **"to adjourn meeting" at 8:30 PM.** The **VOTE** was UNANIMOUS.

*Note: Meeting was recorded for local cable access.*

*MSDV: Moved, Seconded, Discussed & Voted*

*Respectfully Submitted,*

*Donald R. Sawyer, Vice Chairman*

**SCHOOL BUILDING COMMITTEE:**

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John Higgins – Co-Chairman

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Dan Deveau – Co-Chairman

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Eugene O'Rourke

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Jeff Stewart - Secretary

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Don Sawyer – Vice Chairman

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Robert Departie Jr.

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Mike Legendre

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Steve Abate

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Kevin Kuros

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Jane Keegan

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Bruce Desilets

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Ed Maharay

#6

**Review CM at Risk Option and Vote to Recommend to BOS**

JLA description of CM at Risk merits, CM at Risk IG Application Draft

## Comparison of Construction Delivery Methods

### Design - Bid - Build

- Design and construction stages proceed sequentially
- Owner completes design, issues bids on completed design
- General Contractor with lowest bid is selected
- Owner executes lump sum contract with General Contractor
- Change orders resulting from scope changes and unanticipated site conditions will increase the final construction cost

### Construction Manager at Risk

- CM at Risk selected early in the design stage
- CM at Risk selected on qualifications and fee
- Owner first executes preconstruction contract with CM for constructability reviews, construction scheduling, and project cost estimates during the design process
- Owner negotiates Guaranteed Maximum Price for the project – contract becomes a costs plus fixed fee contract for construction phase
- Change orders resulting from scope changes and unanticipated site conditions may increase the final construction cost



### CM at Risk Advantages:

- District receives 1% additional reimbursement from MSBA (Southbridge may reach 80% maximum reimbursement rate without this additional incentive)
- Ability to select contractor based on qualifications as well as fee
- Ability to release early packages under same contractor to accelerate schedule and time to market (potential significant construction cost reductions in this economic climate)
- Contractor involved early in the design process prior to bid release to provide preconstruction services such as constructability reviews, cost estimates and value engineering
- Trade contractors know the contractor prior to submitting bids

### CM at Risk Disadvantages:

- Less competition from non trade subcontractors
- Up front cost of preconstruction services (0-1% of estimated GMP)
- Early Release packages may carry premiums (Schedule anticipates working site in winter)
- GMP may not be executed until after construction begins thus reducing options if pricing comes in over budget

# **Construction Management at Risk Application to Proceed**

Uxbridge High School Project  
Uxbridge, MA

**DRAFT IN PROGRESS**  
**August 2010**

Submitted to:

Massachusetts Office of the Inspector General  
John McCormack State Office Building  
One Ashburton Place, Room 1311  
Boston, MA 02108

Submitted by:

Town of Uxbridge  
School Building Committee  
Town Hall  
21 South Main Street  
Uxbridge, MA 01569

**Part A: General Information**

1. Awarding Authority name: **Town of Uxbridge**
2. Address: **21 South Main Street, Uxbridge, MA 01569**
3. Phone number: **508 278-8600**  
Fax number: **508 278-8605**
4. Narrative description and brief history of the project:

**The Town of Uxbridge has significant concerns related to their existing high school facilities. The high school is currently housed in an aging building with numerous physical deficiencies, many areas that do not meet current building codes or comply with accessibility requirements, systems that have exceeded their useful life, windowless instructional areas, and undersized labs and classrooms that do not meet MSBA guidelines and do not support their educational programs. Many core facilities (gymnasium, cafeteria and library) are also undersized and need refurbishment to meet current and future program needs. There are no music or performing arts classrooms. The high school has been placed on probation by the NEASC due to these deficiencies. The Town is particularly concerned that families are electing to choice out of the district due to dissatisfaction with the current facilities.**

**The Town of Uxbridge filed a Statement of Interest (SOI) with the Massachusetts School Building Authority (MSBA) in November 2006. The priorities outlined in the SOI include prevention of loss of accreditation, energy conservation and replacement of, addition to or alternate utilization of obsolete buildings in order to provide for a full range of programs consistent with state and approved local requirements.**

**The Uxbridge School Building Committee was formed in 2005 and includes Town employees and community members with a broad range of appropriate skills and experience. The Town approved funding for a Feasibility Study in November 2008, and then commissioned Joslin Lesser & Associates (JLA) as the Owner’s Project Manager and Raymond Design Associates, Inc. (RDA) as the Designer to conduct this analysis for the high school that was submitted to the MSBA in October 2009. The feasibility study explored many alternatives for renovation and new construction options. The Feasibility Study recommended, as its preferred option, a new high school be constructed on a site purchased by the Town on Quaker Highway. This option solves the physical and educational program deficiencies for the high school and allows the existing high school building to be reused for the middle school for which the facility is much better suited.**



- c. Estimated construction cost **\$34,469,807**
  - d. Other costs **\$1,555,000 (Furniture, Equipment and Misc)**
  - e. Identify the source of the estimated project budget and estimated construction costs: **Total Project Cost \$43,000,000 (See Attachment "A" Architect's Estimate by PMC for Construction Costs and Total Project Budget, Form 3011)**
7. Submit the attached certification form regarding the authorization from the awarding authority's governing body that the awarding authority may enter into a contract with a construction management at risk firm, including the date of authorization. Submit the results of any public vote if applicable.

**(See Attachment "B" – Certification of Legal Counsel)**

8. Submit the name(s) and title(s) of the individuals authorized to sign the CM at risk contract on behalf of the awarding authority.

**Beth Pitman, Chair, Board of Selectmen (see Attachment C)**

9. Submit written evidence of the approval of the governing body of the plan and procedures, if applicable.

**(See Attachment "D" – School Building Committee Meeting Minutes of Date)**

10. Submit the written determination by the awarding authority that the use of construction management at risk services is appropriate for the building project and the reasons for the determination.

**On May 27 2010 (Minutes attached) the Uxbridge School Building Committee was presented with a comparative analysis of the relative merits of construction delivery methods by Jeff Luxenberg of Joslin Lesser, the OPM. The SBC voted unanimously to recommend to the MSBA that the CM at Risk method for the Uxbridge High School project, based on advantages summarized below. A further meeting is scheduled with the SBC on August 5, 2010 at which the SBC will vote to recommend to the Uxbridge Board of Selectmen that the CM at Risk Delivery method be used on this project. A meeting is scheduled for August 9, 2010 with the Board of Selectmen to formalize their approval. Records of these votes/meetings will be forwarded to supplement this application as soon as they are ratified.**

**Reasons for approval of CM at Risk delivery method:**

- **Uxbridge would have the ability to select CM/General Contractor based on qualifications as well as fee**
- **The CM at Risk process fosters a better team approach that can only benefit the project**
- **The selected CM would have beneficial involvement during the Pre-Construction Services Phase**
- **Uxbridge would have the ability to release early packages under same contractor to accelerate schedule and time to market (potential significant construction cost reductions in this economic climate)**

**Part B. Awarding Authority Capacity Information**

11. Provide a brief narrative and organization chart of the project organization showing each individual or entity’s role and responsibilities. Identify the individuals and entities within the awarding authority that will participate directly on the project, the contracted individuals and entities that will participate directly on the project, and the contracted individuals and entities that will have indirect responsibility for aspects of the procurement, contracting, implementation, auditing, or other phases of the project.

**The Town of Uxbridge formed the School Building Committee (the “SBC”) to oversee all of the activities related to the design and construction of the Project and authorize all major project decisions. In accordance with the Section TBD of the Code of By-Laws, Town of Uxbridge, Effective DATE, the SBC members were appointed by the Town Manager subject to confirmation by the Town Council (See Attachment “E” – Uxbridge Code of Bylaws, Section TBD). The SBC includes the following members:**

<b>Name</b>	<b>Voting Members</b>
Daniel Deveau	Co Chair
John Higgins	Co Chair
Don Sawyer	Vice Chair, Business Manager
Jeff Stewart	Secretary
Steve Abate	
Robert Departie Jr.	
Bruce Desilets	
Jane Keegan	
Kevin Kuros	
Mike Legendre	
Ed Maharay	
Eugene O’Rourke	
<b>Name</b>	<b>Non Voting Members</b>
Michael Szlosek	Town Manager
George Zini	Superintendent of Schools
Tara Bennett	School Principal
Jeff Luxenberg	Joslin Lesser
David Krawitz	Joslin Lesser
Gene Raymond	Raymond Design Associates

A Working Group has been established to participate in the day to day issues, which includes John Higgins, Dan Deveau, Don Sawyer, George Zini and Tara Bennett. Don Sawyer will responsible for administration and procurement for the Town of Uxbridge.

**Joslin Lesser + Associates has been retained as the Owner’s Project Manager for the Uxbridge High School project and will be responsible for the overall management of the procurement, contracting, implementation and auditing of the projects with oversight by the School Building Committee and Working Group as appropriate.**

12. Provide the name, affiliation, and contact information for all key members of the project team. List all relevant qualifications and experience, including any public project experience and any CM at risk experience (public or private) on project(s) of similar size and complexity or on any other projects, including:

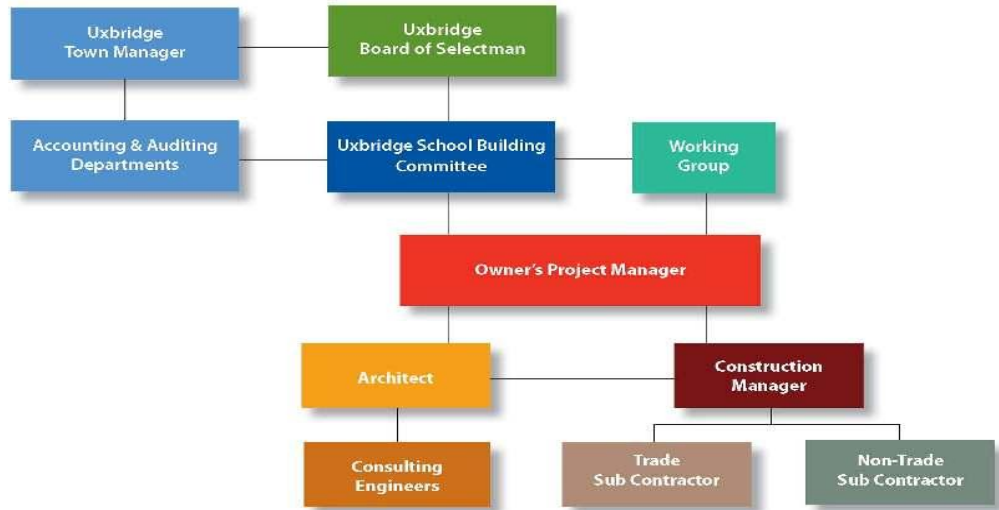
- a. the individual/s within the awarding authority that will make project decisions for the awarding authority and that will supervise the Owner’s Project Manager,

**School Building Committee – General Oversight**

**SBC Working Group Members – Day to Day Decisions**

JOSLIN, LESSER + ASSOCIATES, INC.

**Uxbridge High School Project Organizational Chart**



- b. the Owner's Project Manager (OPM),<sup>1</sup>

**Joslin Lesser + Associates**  
**44 Pleasant Street**  
**Watertown, MA 02472**

**Principal-in-Charge: Stuart Lesser**  
**Project Executive: Jeffery Luxenberg**  
**Project Manager: David Krawitz**

**(See Attachment "F" – Resumes)**

- c. the Designer,<sup>2</sup> and

**Raymond Design Associates**  
**222 North Street**  
**Hingham, MA 02043**

**Principal-in-Charge/PM: Gene Raymond**  
**Project Architect: Steve Lamothe**  
**Job Captain: Jeff Yost**

**(See Attachment "G" – Resumes)**

- d. any other members of the project team or special consultants to be used to support the project (e.g., counsel, accountant/ financial advisor)

**Town Attorney: Patrick J. Costello, Partner with  
Louison, Costello, Condon & Pfaff, LLP**  
**Construction Cost Estimators: PM&C Associates  
A.M. Fogarty & Associates, Inc.**

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<sup>1</sup> M.G.L. c. 149A, §3(a) states that "Before procuring the services of a designer . . . and prior to submitting an application to use the construction management at risk delivery method . . . , the awarding authority shall procure or otherwise employ the services of an owner's project manager pursuant to section 44A 1/2 of chapter 149. The owner's project manager may assist the awarding authority in the procurement of the designer. "

<sup>2</sup> M.G.L. c. 149A, §3(b) states that "Before submitting an application to use the construction management at risk delivery method . . . , the awarding authority shall procure the services of a designer for the building project. In procuring the services of a designer, the awarding authority shall do so in a manner consistent with sections 38A ½ to 39O, inclusive, of chapter 7. The designer procured by the awarding authority shall be independent of the owner's project manager and the construction management at risk firm. "



13. Submit a copy of the scope of services portion of the OPM contract or, if the OPM is an employee, the individual's title, job description, and scope of work related to the CM at risk project, and a copy of the scope of services portion of the designer's contract.

**The scope of services for the OPM and Designer were developed prior to the Town's decision to apply for a Notice to Proceed with CM at Risk using MSBA's standard design-bid-build contract forms. The MSBA has not yet released model contracts for CM at risk projects. If CM at Risk services are used, the Town will clarify tasks to be performed by the OPM and Designer and ensure that fee schedules are appropriate. Any adjustments to the OPM's and Designer's scope of services will be forwarded to the Inspector General's Office.**

**(See attachment H: OPM and Designer Contracts)**

14. Submit the awarding authority's detailed and comprehensive plan and procedures<sup>3</sup> outlining the expertise/ability of the awarding authority and the project team to effectively procure and manage construction management at risk services. Provide information regarding each of the following components of a CM at risk project:

- 14a. The awarding authority's plan and procedures for acquiring appropriate expertise to assist where the team may not have the necessary experience to meet anticipated challenges.

**The Town of Uxbridge has contracted with JLA for Owner's Project Manager services and RDA for Designer services. Both firms have extensive experience with public construction projects to successfully manage the Uxbridge High School project. In the event that additional expertise is necessary to address unanticipated challenges, the team has the ability to engage outside consultants necessary.**

- 14b. The awarding authority's plan and procedures for conducting the two-phase selection process for hiring a construction manager at risk firm and the methods that will be used to ensure fairness in competition, evaluation, and reporting of results at every stage in the procurement.

**Selecting a qualified construction management firm will be completed in accordance with M.G.L. Chapter 149A. The Town of Uxbridge, through its School Building Committee will seek CM at Risk services as outlined below:**

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<sup>3</sup> The plan and procedures must be approved by the governing body, where appropriate. [M.G.L. c. 149A, §4(a)(2)]

- A. Establishment of a prequalification committee comprised of the project designer, the OPM, and two members of the School Building Committee. The prequalification committee will continue as the selection committee through the request for proposal process.**
  
- B. Prepare and issue a Request for Qualifications (RFQ) for CM at Risk and create a short list of pre-qualified firms as determined by responses to the RFQ. The RFQ will require Construction Management at Risk firms to submit information outlining their qualifications including but necessarily limited to:**
  - 1. General business information**
  - 2. Financial Capacity with audited financial statements**
  - 3. Lawsuits and arbitrations**
  - 4. Organization, key personnel and consultants**
  - 5. Ability to provide performance and payment bonds**
  - 6. Safety record and workers compensation experience modifier**
  - 7. MBE / WBE compliance record**
  - 8. Similar building project experience and references**
  - 9. Construction Management at Risk experience and references**
  - 10. Projects that the firm failed to complete, was assessed liquidated damages or was terminated.**
  - 11. DCAM certificate of eligibility showing capacity rating and including update statement.**

The selection committee will prepare and issue a Request for Proposals (RFP) to be forwarded to those on the short list of firms deemed qualified from the evaluation of the submitted qualification packages. The RFP will require the submission of separate price and technical proposals from each firm.

The price submission will be supported by sufficient detail and explanations supporting the basis of all fees and costs for:

- 1. Proposed fee for pre-construction services**
- 2. Proposed fee for construction services**
- 3. Estimated costs of general conditions**

The technical component will include:

- 1. Detailed project approach including:**
  - a. Pre-construction phase services**

- b. **Bidding phase services**
  - c. **Construction phase services**
2. **References**
  3. **Staffing plan**
  4. **Construction management plan**
  5. **Prevailing wage compliance affidavit**
  6. **Bonding commitment**
  7. **Project challenges and solutions plan**
  8. **Bid bond for 5% of estimated construction costs**
  9. **List of qualifications and/or exception to the proposed form of general or supplemental conditions (included in the RFP)**
  10. **Anticipated project schedule**
  11. **DCAM certificate of eligibility showing capacity rating and including update statement.**

**Having previously established grading guidelines, the selection committee will evaluate all proposals received and develop a ranking of the CM firms. The selection committee will then interview the three highest ranked CM firms. Based on the proposal evaluations and interviews the selection committee will enter into negotiations with the highest ranked firm. If the selection committee determines negotiations with the highest ranked firm will not result in an acceptable contract, they will terminate these negotiations and will begin negotiations with the next highest ranked CM firm. This process will continue until an acceptable contract is agreed upon with one of the pre-qualified CM at risk firms.**

- 14c. The awarding authority's plan and procedures for developing the cost-plus not to exceed guaranteed maximum price form of contract. Include information on negotiating the contract, including establishing the general condition items, CM at risk fee, cost of the work, and other contract components. Include information on what level of design development the awarding authority plans on establishing the GMP, contingency, and other components of the final contract amendment.

**The town will execute a contract to a CM firm after negotiations of the selected firm's fee and general conditions costs and terms of contract are completed. This will include submission of acceptable payment and performance bonds, certificates of insurance and other documents required for the execution of the contract. The cost of work portion of the GMP contract will be established through:**

1. **Procurement of Filed sub-Trade contractors**

- 2. Procurement of Sub-contractors**
- 3. Estimates of sub-contract and supplier costs not bid at the time of a GMP is established**
- 4. CM firm's contingency based on a percentage of cost of work and the level of completion of the construction documents at the time a GMP is established.**

The contract between the CM Firm and the Town will outline the process for determining a guaranteed maximum price (GMP) and will include, at a minimum the following:

- 1. GMP will be based on design drawings and project specifications of at least 60% completion**
- 2. The site work and foundations may start prior to the execution of a full GMP. The Town will execute a contract amendment for this work. A detailed scope of work will be developed as the basis for the contract amendment.**
- 3. The GMP for the full scope of the project work will be agreed to as an amendment to the contract between the Town and the CM firm.**
- 4. The GMP amendment will state the total project scope and sum for performing/providing that scope. The GMP will cover the costs of direct work, general conditions, fees and if any a contingencies for the CM firm. All classes of work required will be procured in accordance with the trade contractor selection procedures identified in this application.**
- 5. If the town and the CM firm cannot be negotiate an acceptable GMP, all agreements for work between the CM firm and trade contractors or trade contractor work for work selected to start under prior amendments will be assigned to the town or to another CM at Risk firm selected by the town.**
- 6. The GMP amendment will include:**
  - a. Detailed breakdowns of all costs of work for each trade.**
  - b. Amount of CM firms contingency**
  - c. Amount for the CM firms general conditions and fees, including amount of any work selected to start prior to execution of the amendment for the GMP**
  - d. A list of all information on which the GMP is based on (drawings, specifications, etc.)**
  - e. A detailed list of the scope and amounts of any allowances being carried.**
  - f. The list of assumptions and/or clarifications, which the GMP is based.**



**without limitation all information required by the RFB. Any bids received which are incomplete, conditional, contain modifications or information not required or do not include the bid bond or affidavits required in the RFB will be rejected.**

**Bids will be opened publicly by the town and will be awarded to the lowest prequalified bidder. If fewer than three responsive bidders on any trade are received and the lowest bid exceeds the estimated costs of work for the bid requested, the CM firm will attempt to negotiate an acceptable price with the lowest price bidder. If the CM firm and trade contractor cannot be agree to a price, the CM firm can begin negotiations with the next highest priced bidder. If an agreement cannot be reached with the next highest priced bidder, the CM firm with approval of the town will solicit additional bids following the procedures for selecting non-trade subcontractors.**

- 14e. The awarding authority's plan and procedures for obtaining subcontractors [M.G.L. c. 149A, §8(j)] and the methods that will be used to ensure fairness in competition, evaluation, and reporting of results at every stage in the procurement.

**The CM at risk firm will solicit bids for work of non-trade subcontractors whose work is estimated to exceed the thresholds established in MGL, Chapter 149, Section 44F. The CM firm will submit to the town for approval the qualifications a subcontract must have to perform work. The CM firm will provide to the town for approval a list of at least three subcontracting firms which the CM firm believes meets the qualifications. The CM firm will include information outlining how the selection of these firms may enhance the CM firm's ability to comply with MBE/WBE participation goals. In reviewing the list of subcontractors the town may eliminate firms from the list or in review with the CM firm add firms to the list.**

**The CM firm will invite each approved subcontractor to submit a bid for the work. Bids will be based on detailed bidding information developed by the CM firm. The CM firm will provide to the town a list of bids submitted. The CM firm will indicate the subcontracts selected to perform the work including a written explanation as to the reason(s) for award of a subcontract.**

- 14f. The awarding authority's plan and procedures relative to administering and coordinating the project and maintaining project communications.

**As outlined above, the town has developed a project team made up of design, project management, permitting, financial, legal and construction professionals with the resource, depth of knowledge and experience to properly monitor, manage and administer the project.**

**The OPM will provide the day-to-day coordination of all program support activities during the design, bidding, construction and move-in and start up phases of the project. The OPM shall be responsible for management, on the behalf of the town, of the project and will work at the direction of and report to the town's School Building Committee and will:**

- 1. Maintain the master project files including all project documents from planning through commissioning and closeout**
- 2. Develop and maintain an overall project schedule and will advise on the adherence to the project schedule and recommend actions to recover slip in the project schedule.**
- 3. Develop, update and report on project budget. This is to include all construction and soft cost items and recommendations as need to recover any perceived overruns.**
- 4. Develop, update and report on project cash flow and forecasts of expenditures including requests for payments, invoices, FF&E and town and consultant expenses.**
- 5. Provide detailed construction cost estimates at stages of design required by the town. These estimates will be used to compare and reconcile with the selected CM firm to track project costs, budgets and negotiated GMP.**
- 6. Manage all project documentation, will be copied on correspondence, seek input from appropriate parties, monitor schedules, ensure information is flowing to and through all parties.**
- 7. Develop and maintain a bonding and insurance log.**
- 8. Develop and implement a public communication program including a program to monitor and mitigate the impacts on construction on the students and staff.**
- 9. Provide full time daily construction monitoring and reporting. This is to include daily log of weather, workers, safety, work accomplished, materials used and stored, problems encountered, verbal and written instructions, verification of claims of extra work, change orders and scheduling and coordinating of testing and inspections.**
- 10. Monitor and observe contractor performance of work, recommend rejection of non-conforming work, verify unit priced and time & material change order work is documented and accurate.**
- 11. Review and comment on contractor's baseline construction Schedule. Focus will be on sequence and relationships of construction duration of**

- activities and adherence to established milestone and completion dates.
12. Attend design and construction progress meeting, prepare and distribute meeting minutes identifying significant issues of work, schedule, quality, performance and progress.
  13. Review weekly-certified payroll reports received for the CM firm, trade contractors and other subcontractors.
  14. Review CM firm's draft application for payment. Provide comments on validity of pay requests for completion of requested pay items, storage of materials offsite, vendor requisitions, invoices for testing services, utility companies, equipment and furniture expenditures.
  15. Prepare and maintain a master change order log to include request for proposal, proposed change order values, change directives and change orders.
  16. Review and evaluate with the designer and town documentation for claims for additional time, costs, concealed conditions and errors and omissions in the contract plans and specifications.

- 14g. The awarding authority's plan and procedures relative to monitoring and auditing all project costs.

**Plans and procedures for monitoring auditing all project costs include providing daily, weekly and monthly reports of project activities to the town outlining all activities, documenting progress, presenting expenditures and project budget and recommendations, highlighting potential problems and recommendations of actions for maintaining control of the project schedule and budget as described in item 14f above.**

### Certification

The undersigned hereby certifies under the pains and penalties of perjury that all answers and all information contained in this application is, to the best of my knowledge, true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Awarding Authority



**#9**      **Final Budget Form 3011 Approved by MSBA**  
Uxbridge MSBA Memo & 3011: 1 Document

District: Uxbridge  
 School Name: Uxbridge High School  
 Recommended Category: Project Scope and Budget  
 Date: July 28, 2010

**Recommendation**

That the Executive Director is authorized to enter into a Project Scope and Budget Agreement and a Project Funding Agreement with the Town of Uxbridge to build a new Uxbridge High School.

<b>District Info</b>	
District Name:	Town of Uxbridge
Elementary Schools:	1 – (Taft Elementary)
Middle Schools:	1 – (Whitin Middle School)
High Schools:	1 – (Uxbridge High School)
Priority School Name:	Uxbridge High School
Type of School:	High School
Grades Served:	9-12
Year Opened:	1937
Total Square Footage:	112,800
Additions:	1952, 1967, 1989, 1998
Acreage of Site:	20 acres on 39-acre town owned parcel which includes the Taft Elementary School
Building Issues:	<p>The existing facility fails to meet the enrollment needs and does not support the District’s educational program.</p> <p>Deficiencies include:</p> <ul style="list-style-type: none"> <li>- Parts of the Mechanical/Electrical/Plumbing systems have exceeded their useful life.</li> <li>- There are significant ADA / handicapped accessibility deficiencies due to improper grades.</li> <li>- Due to building constraints, approximately 20 doors in the building do not open into a hallway per current building code requirements and will not permit proper lockdown in an emergency situation. Stairwells do not meet current building codes.</li> <li>- The cafeteria cannot effectively accommodate the number of student currently housed in the building due to the size and shape.</li> </ul>
Original Design Capacity:	Unknown
2009-2010 Enrollment:	460
Agreed Upon Enrollment:	600
Enrollment Specifics	The District and the MSBA considered that 100 of the 250 Choice-out students would return.

<b>MSBA Votes</b>	
Invitation to Feasibility Study:	November 28, 2007

Preferred Schematic Authorization:	The MSBA Board voted on March 31, 2010 for the Town of Uxbridge to proceed into Schematic Design for the replacement of the Uxbridge High School with a new school at the Quaker Highway site.
Project Scope & Budget Authorization:	District is targeting July 28, 2010

<b>Consultants</b>	
Owner's Project Manager:	Joslin, Lesser & Associates
Designer:	Raymond Design Associates, Inc.

### Discussion

MSBA staff has reviewed the schematic drawings, specifications, and cost estimates provided by the District and have met with the District and its consultants to discuss scope and budget. The District has provided a project budget of \$43,000,000 which includes an estimated construction cost of \$34,469,807. The basis of the Total Facilities Grant would be \$38,870,723, which excludes project management costs in excess of 3.5% of construction costs, ineligible costs associated with equipment for outdoor athletic facilities, and site costs in excess of 8% of the building construction costs.

<b>Project Scope &amp; Budget Agreement</b>		
Design Enrollment: 600	District's Proposed	Basis of Total
Total Gross Square Feet: 123,000	Total Project Budget	Facilities Grant
Total Project Budget:	\$43,000,000	\$38,870,723
Project Cost per square foot:	\$349.59	\$316.02
Total Construction Budget:	\$34,469,807	\$30,465,757
Construction Cost per square foot:*	\$280.24	\$247.69
Reimbursement Rate:		56.53%
Conditional Reimbursement Rate:**		57.53%
Total Facilities Grant (based on 57.53%):		\$22,362,327

\*Does not include Construction Contingency

\*\*The District intends to seek approval from the Office of the Inspector General to utilize the Construction Manager at Risk Construction delivery method for this project. The Reimbursement Rate of 56.53% for the project shall be subject to an increase of up to one (1) incentive reimbursement point for a total of 57.53%, when the District receives approval from the Office of the Inspector General to utilize the Construction Manager at Risk construction delivery method.

MSBA staff recommends a maximum Total Facilities Grant of \$21,973,620 for the Project Scope and Budget Agreement and Project Funding Agreement for the new Uxbridge High School, and requests that the Board of Directors authorize an increase of the Total Facilities Grant to up to \$22,362,327 in the event that the Office of the Inspector General approves the District to utilize the Construction Manager at Risk Construction delivery method for this project.

## MSBA Project Scope and Budget Reimbursement Rate Certification

<b>Uxbridge High School</b>	
<u>MSBA Reimbursement Rate Calculation</u>	
Base Points	31.00
Income Factor	6.32
Property Wealth Factor	16.21
Poverty Factor	-
Racial Desegregation Plan Approved prior to 6/30/2000	-
<i>Subtotal: Reimbursement Rate Before Incentives</i>	<b>53.53</b>
<u>Incentive Points</u>	
Maintenance (0-2)	1.00
CM @ Risk (0-1) *	-
Newly Formed Regional District (0-6)	-
Major Reconstruction or Reno/Reuse (0-5)	-
Overlay Zoning 40R & 40S (0-1)	-
Overlay Zoning 100 units or 50% of units for 1, 2 or 3 family structures (0-0.5)	-
Energy Efficiency - "Green Schools" (0-2)	2.00
Model Schools (5)	-
<b>Total Incentive Points</b>	<b>3.00</b>
<b>MSBA Reimbursement Rate</b>	<b>56.53</b>

\* The District's receipt of 1 additional incentive point in this category will be effective upon approval to proceed with CM@Risk methodology from the Office of the Inspector General.

*In addition to the reimbursement rate identified in this certification, the District may be eligible for School Facility Maintenance Trust matching funds up to 1%, as defined in 963 CMR 2.18.*

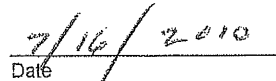
### Certification

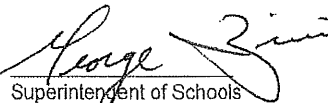
By signing this Project Scope and Budget Reimbursement Rate sheet, I hereby certify that I have read, understand, and accept the reimbursement rate and the incentive points set forth above, and I hereby acknowledge and agree on behalf of the Eligible Applicant that the above-stated reimbursement rate is the rate that will be used to calculate the maximum Total Facilities Grant for the proposed project, pursuant to Section 3 of the Project Scope and Budget Agreement.

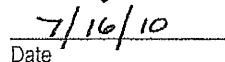
  
Local Chief Executive Officer

  
Date

  
School Committee Chair

  
Date

  
Superintendent of Schools

  
Date

## Total Project Budget

Uxbridge Uxbridge High School			7/19/2010
TOTAL PROJECT BUDGET - ALL COSTS ASSOCIATED WITH THE PROJECT ARE SUBJECT TO 963 CMR 2.16(5)	Estimated Budget	*Cost/Scope Items Excluded from the Total Facilities Grant	*Ineligible Costs
Feasibility Study Agreement			
<i>OPM Feasibility Study</i>	\$133,500		
<i>A&amp;E Feasibility Study</i>	\$361,160		
<i>Env. &amp; Site</i>			
<i>Other</i>	\$260		
<b>Feasibility Study Agreement Subtotal</b>	<b>\$494,920</b>	<b>\$0</b>	<b>\$0</b>
Administration			
<b>Legal Fees</b>			
<b>Owner's Project Manager</b>			
<i>Design Development</i>	\$53,000		
<i>Construction Contract Documents</i>	\$212,000		
<i>Bidding</i>	\$26,420		
<i>Construction Contract Administration</i>	\$837,000	\$125,227	
<i>Closeout</i>	\$69,750		
<i>Extra Services</i>			
<i>Reimbursable &amp; Other Services</i>			
<i>Cost Estimates</i>			
<b>Advertising</b>	\$70,000		
<b>Permitting</b>			
<b>Owner's Insurance</b>			
<b>Other Administrative Costs</b>	\$5,000		
<b>Administration Subtotal</b>	<b>\$1,273,170</b>	<b>\$125,227</b>	<b>\$0</b>
Architecture and Engineering			
<b>Basic Services</b>			
<i>Design Development</i>	\$640,000		
<i>Construction Contract Documents</i>	\$1,115,000		
<i>Bidding</i>	\$80,000		
<i>Construction Contract Administration</i>	\$895,000		
<i>Closeout</i>	\$94,200		
<i>Other Basic Services</i>			
<b>Reimbursable Services</b>			
<i>Construction testing</i>			
<i>Printing (over minimum)</i>	\$35,000		
<i>Other Reimbursable Costs</i>			
<i>Hazardous Materials</i>			
<i>Geotech &amp; Geo-Env.</i>	\$100,000		
<i>Site Survey</i>	\$50,000		
<i>Wetlands</i>	\$70,000		
<i>Traffic Studies</i>			
<b>Architectural/Engineering Subtotal</b>	<b>\$3,079,200</b>	<b>\$0</b>	<b>\$0</b>
<b>CM &amp; Risk Preconstruction Services</b>			
<i>Pre-Construction Services</i>	\$100,000		
<b>Site Acquisition</b>			
<i>Land/Building Purchase</i>			
<i>Appraisal Fees</i>			
<i>Recording fees</i>			
<b>Site Acquisition Subtotal</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

## Total Project Budget

Uxbridge Uxbridge High School			7/19/2010
TOTAL PROJECT BUDGET - ALL COSTS ASSOCIATED WITH THE PROJECT ARE SUBJECT TO 963 CMR 2.16(5)	Estimated Budget	*Cost/Scope Items Excluded from the Total Facilities Grant	*Ineligible Costs
Construction Costs			
<b>SUBSTRUCTURE</b>			
Foundations	\$1,243,192		
Basement Construction	\$302,721		
<b>SHELL</b>			
SuperStructure	\$2,836,451		
Exterior Closure	\$2,991,879		
Roofing	\$1,519,165		
<b>INTERIORS</b>			
Interior Construction	\$3,230,645		
Staircases	\$155,961		
Interior Finishes	\$1,556,690		
<b>SERVICES</b>			
Conveying Systems	\$81,500		
Plumbing	\$1,045,632		
HVAC	\$3,691,010		
Fire Protection	\$475,025		
Electrical	\$2,681,656		
<b>EQUIPMENT &amp; FURNISHINGS</b>			
Equipment	\$1,161,446		
Furnishings	\$613,280		
<b>SPECIAL CONSTRUCTION &amp; DEMOLITION</b>			
Special Construction			
Existing Building Demolition			
In-Bldg Hazardous Material Abatement			
Asbestos Cont'g Floor Mat'l Abatement			
Other Hazardous Material Abatement			
<b>BUILDING SITEWORK</b>			
Site Preparation	\$611,181		
Site Improvements	\$3,143,679		\$154,997
Site Civil/ Mechanical Utilities	\$941,723		
Site Electrical Utilities	\$338,200		
Other Site Construction	\$200,000		
Scope Excluded Site Cost		\$3,192,886	
<b>Construction Trades Subtotal</b>	\$28,821,036	\$3,192,886	\$154,997
Contingencies (Design and Pricing)	\$3,090,104	\$342,332	\$16,618
D/B/B Sub-Contractor Bonds	\$216,000	\$23,929	\$1,162
D/B/B Insurance	\$0	\$0	\$0
D/B/B General Conditions	\$1,400,000	\$155,096	\$7,529
D/B/B Overhead & Profit	\$0	\$0	\$0
GMP Insurance	\$464,000	\$51,403	\$2,495
GMP Fee	\$478,667	\$53,028	\$2,574
GMP Contingency	\$0	\$0	\$0
Escalation to Mid-Point of Construction	\$0	\$0	\$0

## Total Project Budget

Uxbridge Uxbridge High School			7/19/2010
<b>TOTAL PROJECT BUDGET - ALL COSTS ASSOCIATED WITH THE PROJECT ARE SUBJECT TO 963 CMR 2.16(5)</b>	<b>Estimated Budget</b>	<b>*Cost/Scope Items Excluded from the Total Facilities Grant</b>	<b>*Ineligible Costs</b>
Overall Excluded Construction Cost		\$0	
<b>Construction Budget</b>	<b>\$34,469,807</b>	<b>\$3,818,675</b>	<b>\$185,376</b>
<b>Alternates</b>			
<b>Alternates Subtotal</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<i>Const. Contingency</i>	\$1,723,490		
Miscellaneous Project Costs			
<i>Utility company Fees</i>			
<i>Testing Services</i>	\$100,000		
<i>Swing Space/Modulars</i>			
<i>Other Project Costs (Mailing &amp; Moving)</i>	\$15,000		
<b>Misc. Project Costs Subtotal</b>	<b>\$115,000</b>	<b>\$0</b>	<b>\$0</b>
<i>Furnishings and Equipment</i>			
<i>Furnishings</i>	\$720,000		
<i>Equipment</i>			
<i>Computer Equipment</i>	\$720,000		
<i>Scope Excluded FFE Costs</i>			
<b>FF&amp;E Subtotal</b>	<b>\$1,440,000</b>	<b>\$0</b>	<b>\$0</b>
<i>Owner's Contingency</i>			
<i>Owner's Contingency</i>	\$304,413		
<i>Soft Costs that exceed 20% of Const'n Cost</i>			
<b>Total Project Budget</b>	<b>\$43,000,000</b>	<b>\$3,943,901</b>	<b>\$185,376</b>
Alternates	\$0		
Ineligible cost	\$185,376		
Scope items excluded	\$3,943,901		
Estimated Basis of Total Facilities Grant	\$38,870,723		
Reimbursement Rate	56.53%		
<b>Estimated Total Maximum Facilities Grant</b>	<b>\$21,973,620</b>		
<p><small>*NOTE: This document was prepared by the MSBA based on a preliminary review of information and estimates provided by the Town of Uxbridge for the Uxbridge High School project. Based on this preliminary review, certain budget, cost and scope items have been determined to be ineligible for reimbursement, however, this document does not contain a final, exhaustive list of all budget, cost and scope items which may be ineligible for reimbursement by the MSBA. Nor is it intended to be a final determination of which budget, cost and scope items may be eligible for reimbursement by the MSBA. All project budget, cost and scope items shall be subject to review and audit by the Authority, and the Authority shall determine, in its sole discretion whether any such budget, cost and scope items are eligible for reimbursement. The MSBA may determine that certain additional budget, cost and scope items are ineligible for reimbursement.</small></p>			

**#10 Review OPM Fee Amendment #2 to OPM Contract**

JLA OPM Contract Amendment #2 with JLA Fee Proposal including Attachments A,B and JLA OPM Contract as Amended



## 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.

<b>Fee for Basic Services</b>	<b>Original Contract</b>	<b>Previous Amendments</b>	<b>Amount of This Amendment</b>	<b>After This Amendment</b>
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
<b>Total Fee</b>	<b>\$ 133,500</b>	<b>\$0</b>	<b>\$1,198,170</b>	<b>\$1,331,670</b>

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)

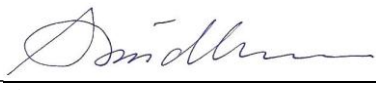
By \_\_\_\_\_  
(signature)

Date August 9, 2010

**OWNER'S PROJECT MANAGER**

Stuart Lesser  
(print name)

President  
(print title)

By   
(signature)

Date July 28, 2010

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

Page 2

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

**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
<b>Feasibility Study/Schematic Design Phases</b>			
1	<b>Apr-09</b>	\$ 4,500	0102-0200
2	<b>May-09</b>	\$ 9,000	0102-0200
3	<b>Jun-09</b>	\$ 9,000	0102-0200
4	<b>Jul-09</b>	\$ 12,500	0102-0200
5	<b>Aug-09</b>	\$ 12,500	0102-0200
6	<b>Sep-09</b>	\$ 12,500	0102-0200
Feasibility Study Phase Total:		\$ 60,000	
7 - Revised	<b>10/1/2010 to 4/12/2010</b>	\$ 25,000	0102-0200
8 - Revised	<b>4/13/2010 to 5/12/2010</b>	\$ 25,000	0102-0200
9 - Revised	<b>5/13/2010 to 6/12/2010</b>	\$ 12,500	0102-0200
Schematic Design Phase Total:		\$ 62,500	
Consult-1 (Cost Estimate)		\$ 11,000	0102-0200
Cost Estimate Total:		\$ 11,000	
<b>OVERALL FS/SD TOTAL</b>		<b>\$ 133,500</b>	
<b>Design Develop, Construction Docs, Bidding and CA for Early Packages</b>			
10	<b>Jul-10</b>	\$ 6,000	0102-0400
11	<b>Aug-10</b>	\$ 23,500	0102-0400
12	<b>Sep-10</b>	\$ 23,500	0102-0400
13	<b>Oct-10</b>	\$ 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	<b>Nov-10</b>	\$ 30,716	0102-0500
15	<b>Dec-10</b>	\$ 30,716	0102-0500
16	<b>Jan-11</b>	\$ 30,716	0102-0500
17	<b>Feb-11</b>	\$ 30,716	0102-0500
18	<b>Mar-11</b>	\$ 42,420	0102-0500
19	<b>Apr-11</b>	\$ 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	<b>May-11</b>	\$ 42,700	0102-0700
21	<b>Jun-11</b>	\$ 42,700	0102-0700
22	<b>Jul-11</b>	\$ 42,700	0102-0700
23	<b>Aug-11</b>	\$ 42,700	0102-0700
24	<b>Sep-11</b>	\$ 42,700	0102-0700
25	<b>Oct-11</b>	\$ 42,700	0102-0700
26	<b>Nov-11</b>	\$ 42,700	0102-0700
27	<b>Dec-11</b>	\$ 42,700	0102-0700
28	<b>Jan-12</b>	\$ 44,000	0102-0700
29	<b>Feb-12</b>	\$ 44,000	0102-0700
30	<b>Mar-12</b>	\$ 44,000	0102-0700
31	<b>Apr-12</b>	\$ 44,000	0102-0700
32	<b>May-12</b>	\$ 44,000	0102-0700
33	<b>Jun-12</b>	\$ 44,000	0102-0700
34	<b>Jul-12</b>	\$ 44,000	0102-0700
35	<b>Aug-12</b>	\$ 44,000	0102-0700
36	<b>Sep-12</b>	\$ 44,000	0102-0700
37	<b>Oct-12</b>	\$ 44,000	0102-0700
38	<b>Nov-12</b>	\$ 30,150	0102-0700
39	<b>Dec-12</b>	\$ 25,250	0102-0700
40	<b>Jan-13</b>	\$ 25,250	0102-0800
41	<b>Feb-13</b>	\$ 25,250	0102-0800
42	<b>Mar-13</b>	\$ 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.



C.1.1 original

**CONTRACT FOR PROJECT MANAGEMENT SERVICES**  
**(Design/Bid/Build Project)**

This Contract is made this 9th day of April in the year Two Thousand Nine between the Town of Uxbridge, 21 South Main Street, Uxbridge, MA 01569 hereinafter called the "the Owner" and Joslin, Lesser + Associates, Inc., 44 Pleasant Street, Watertown, MA 02472 hereinafter called the "Owner's Project Manager" to provide the Project Management services required to complete the Basic and Extra Services described herein at the Uxbridge High School.

The Owner's Project Manager is authorized to perform the services required by this Contract through the Feasibility Study Phase and, pending receipt of a written Approval to proceed from the Owner, through the Schematic Design Phase. At the Owner's option, the Owner's Project Manager may be authorized to perform services for subsequent design phases and/or the Construction Phase at which time a mutually agreed upon amendment to this Contract will be executed between the Owner and the Owner's Project Manager.

For the performance of all services required under this Contract, and excluding those services specified under Articles 8.2.2a, 9 and 10 of this Contract, the Owner's Project Manager shall be compensated by the Owner as follows and in accordance with the Payment Schedule included as Attachment A:

**Lump Sum Fee for Basic Service in the Feasibility Study/Schematic Design Phases: \$122,500 (One Hundred Twenty-Two Thousand and Five Hundred Dollars)**

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. Execution of the revised agreement is subject to approval by the MSBA and the local appropriating body.

IN WITNESS WHEREOF, the Owner and the Owner's Project Manager have caused this Contract to be executed by their respective authorized officers.

**OWNER**  
Kevin J. Kuros  
(print name)  
Chairman Board of Selectmen  
(print title)

**OWNER'S PROJECT MANAGER**  
Stuart Lesser, President

By [Signature]  
(signature and seal)  
Date 4/13/09

By [Signature]  
Date: April 9, 2009

(Attach Certificate of Vote of Authorization)

**RECEIVED**

**APR 20 2009**

# Attachment D

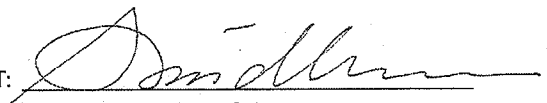
Affidavit

## Certificate of Vote

At a duly authorized meeting of the Board of Directors of Joslin, Lesser + Associates, Inc. at which all the Directors were present or waived notice, it was VOTED that Stuart D. Lesser, President of this company, be appointed and is hereby authorized to execute contracts and bonds in the name and behalf of said company, and affix its corporate seal hereto, and such execution of any contract or obligation in this company's name on its behalf by such President under seal of the company, shall be valid and binding upon this company.

A TRUE COPY,

ATTEST:



Stuart D. Lesser

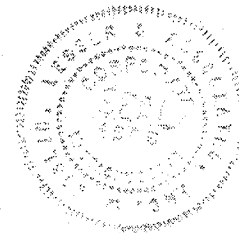
Joslin, Lesser + Associates, Inc.

44 Pleasant Street,

Watertown, MA 02472

DATE OF THIS CONTRACT: April 1, 2009

I hereby certify that I am the Clerk of Joslin, Lesser + Associates, Inc., that Stuart D. Lesser is the duly elected President of said company, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

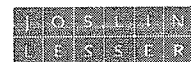


Corporate Seal

RECORDED

APR 1 2009

NOTARIAL PUBLIC



Project Management

## TABLE OF CONTENTS

	<u>Page</u>
	Project description, fee and signatures.....1
ARTICLE 1	DEFINITIONS.....3
ARTICLE 2	RELATIONSHIP OF THE PARTIES 4
ARTICLE 3	RESPONSIBILITIES OF THE OWNER.....5
ARTICLE 4	RESPONSIBILITIES OF THE OWNER'S PROJECT MANAGER.....5
ARTICLE 5	SUBCONSULTANTS.....7
ARTICLE 6	TERM AND TIMELY PERFORMANCE.....7
ARTICLE 7	COMPENSATION.....8
ARTICLE 8	BASIC SERVICES.....8
ARTICLE 9	EXTRA SERVICES .....20
ARTICLE 10	REIMBURSABLE EXPENSES.....21
ARTICLE 11	RELEASE AND DISCHARGE.....21
ARTICLE 12	ASSIGNMENT, SUSPENSION, TERMINATION.....22
ARTICLE 13	NOTICES.....23
ARTICLE 14	INDEMNIFICATION OF OWNER AND AUTHORITY.....23
ARTICLE 15	INSURANCE.....23
ARTICLE 16	OWNERSHIP OF DOCUMENTS.....26
ARTICLE 17	REGULATORY AND STATUTORY REQUIREMENTS.....26

ATTACHMENT A: PAYMENT SCHEDULE

ATTACHMENT B: KEY PERSONNEL

**ARTICLE 1: DEFINITIONS**

**APPROVAL** -- a written communication from the Owner approving either the work of the current Phase, as identified on Attachment A, or authorizing the Owner's Project Manager to proceed to the next Phase or approving the scope and compensation for either Extra Services or Reimbursable Expenses.

**ARCHITECT/ENGINEER** -- herein also referred to as the DESIGNER -- the person or firm with whom the Owner has contracted to perform the professional Designer Services for this Project.

**AUTHORITY** -- Massachusetts School Building Authority or its authorized representative, created by St. 2004, c. 208.

**BASIC SERVICES** -- the minimum scope of services to be provided by the Owner's Project Manager under this Contract, unless the Contract is otherwise terminated pursuant to Article 12.

**COMMISSIONING AGENT** -- a person or firm engaged by the Authority to provide building commissioning services, including advisory services during design and construction.

**CONTRACT** -- this Contract, inclusive of all Attachments, between the Owner and the Owner's Project Manager; all written amendments to this Contract; and all Approvals issued pursuant to this Contract.

**CONTRACTOR or GENERAL CONTRACTOR** -- the person or firm with whom the Owner has contracted to perform the construction for this Project.

**EXTRA SERVICES** -- services requested by the Owner to be performed by the Owner's Project Manager but which are additional (or "extra") to the services performed as Basic Services.

**FEASIBILITY STUDY AGREEMENT** -- the agreement between the Owner and the Authority that sets forth the terms and conditions pursuant to which the Authority will collaborate with the Owner in conducting a feasibility study, which agreement shall include the budget, scope and schedule for the feasibility study.

**FEE FOR BASIC SERVICES** -- the fee to be paid to the Owner's Project Manager for satisfactorily performing, in the Owner's sole discretion, the Basic Services required under this Contract, exclusive of the compensation to which the Owner's Project Manager is entitled pursuant to Articles 9 and 10.

**GENERAL LAWS** --the Massachusetts General Laws as amended, including any rules, regulations and administrative procedures implementing said laws.

**GUIDELINES AND STANDARDS** -- Documents published by the Authority including regulations and procedures that supplement the tasks of Owner's Project Managers contracting with Owners for projects receiving any funding from the Authority.

**NOTICE to PROCEED** -- the written communication issued by the Owner to the Contractor authorizing him to proceed with the construction contract and establishing the date for commencement of the contract time.

**OWNER** – the entity identified as such on page one of this Contract, or its authorized representative, that is the owner of the property that is the site of the Project and is responsible for administering this Contract.

**OWNER'S PROJECT MANAGER** – the individual, corporation, partnership, sole proprietorship, joint stock company, joint venture or other entity identified as such on page one of this Contract performing the professional Project Management Services under this Contract.

**PHASE** – a distinct portion of the work of this Contract and its associated duration, as identified on Attachment A. An Approval to proceed for each Phase is required from the Owner.

**PRINCIPALS** -- the owners and/or officers of the Owner's Project Manager who are actively involved in the management of the Project.

**PROJECT** -- all work that pertains to the study, planning, design, construction, reconstruction, installation, demolition, maintenance or repair, if any, as defined in the Owner-Authority Project Scope and Budget Agreement.

**PROJECT BUDGET** – a complete and full enumeration of all costs of the Project, as defined in the Owner-Authority Project Scope and Budget Agreement.

**PROJECT SCHEDULE** – a complete list of all activities, time and sequence required to complete the Project, as defined in the Owner-Authority Project Scope and Budget Agreement.

**PROJECT SCOPE AND BUDGET AGREEMENT** – the Agreement described in 963 CMR 2.10(10) and executed by the Authority and the Owner.

**PROJECT DIRECTOR** -- the employee of the Owner's Project Manager who has been designated in writing by the Owner's Project Manager as its authorized representative, as approved by the Owner, and subject to the approval of the Authority, pursuant to the requirements of M.G.L. c.149 §44A½ for an "owner's project manager" and 963 CMR 2.00 et seq. and shall be the person who shall oversee and be responsible for all project management services provided under this Contract.

**PROJECT REPRESENTATIVE** -- the employee or a Subconsultant of the Owner's Project Manager, who shall be dedicated exclusively to the Project, on-site full-time during the Construction Phase in accordance with the requirements of Article 8.6.2.

**SUBCONTRACTOR** -- the person or entity having a direct contractual relationship with the Contractor, who has the contract to perform the construction of the Project, except as otherwise specifically provided or required herein or by Law. Subcontractor when used also means "Trade Contractor" except when otherwise specified.

**SUBCONSULTANT** -- any individual, company, firm, or business having a direct contractual relationship with the Owner's Project Manager, who provides services on the Project.

**TRADE CONTRACTOR** - Subcontractors having a direct contractual relationship with the Contractor, to perform one or more sub-bid classes of work listed in M.G.L. c.149 §44F and all other sub-bid classes of work selected by the public agency for the Project, provided the sub-bid work meets or exceeds the threshold sum identified in M.G.L. 149 §44F(1).

**ARTICLE 2: RELATIONSHIP OF THE PARTIES**

- 2.1 The Owner's Project Manager shall act as an independent contractor of the Owner in providing the services required under this Contract.
- 2.2 The Owner's Project Manager warrants and represents to the Owner that it has fully, completely and truthfully represented the qualifications and skills of the Owner's Project Manager, its Subconsultants, agents, servants and employees in the proposal submitted by the Owner's Project Manager, the Contract documents and in all communications with the Owner relative to this Contract and the services to be performed hereunder by the Owner's Project Manager, its Subconsultants, agents, servants and employees.
- 2.3 The Owner's Project Manager warrants to the Owner that it shall perform its services hereunder with that degree of skill and care ordinarily exercised by similarly situated members of Owner's Project Manager's profession on projects of similar size, scope and complexity as is involved on the Project. The Owner's Project Manager's services shall be rendered in accordance with this Contract, based on industry standards and in coordination with the services provided by the Designer.
- 2.4 The Designer is solely responsible for the design requirements and design criteria for the Project (except to the extent specifically delegated to others) and for performing in accordance with the contract between the Owner and Designer.
- 2.5 The Contractor shall be solely responsible for construction means, methods, techniques, sequences and procedures and for safety precautions and programs in connection with the Project and for performing in accordance with the contract between the Owner and Contractor.
- 2.6 Nothing in this Contract shall be construed as an assumption by the Owner's Project Manager of the responsibilities or duties of the Contractor or the Designer. The Owner's Project Manager's services shall be rendered compatibly and in coordination with the services provided by the Designer. It is not intended that the services of the Owner's Project Manager and Designer be competitive or duplicative, but rather complementary. The Owner's Project Manager shall be entitled to rely upon the Designer and Contractor for the proper performance of their obligations pursuant to their respective contracts with the Owner.

### **ARTICLE 3: RESPONSIBILITIES OF THE OWNER**

- 3.1 The Owner shall be responsible to oversee and monitor the performance of the Owner's Project Manager to ensure that it performs its obligations in a satisfactory manner. The Owner shall provide the necessary general direction and broad management coordination required to execute the Project.
- 3.2. The Owner shall designate an individual or individuals who shall have the authority to act on behalf of the Owner under this Contract and who shall be responsible for day-to-day communication between the Owner and the Owner's Project Manager.
- 3.3 Upon satisfactory completion of services performed, the Owner shall make payments to the Owner's Project Manager as provided in Articles 7, 8, 9 and 10.

### **ARTICLE 4: RESPONSIBILITIES OF THE OWNER'S PROJECT MANAGER**

- 4.1 The Owner's Project Manager shall provide project management services to monitor procurement procedures, design, construction and other related activities and to facilitate, coordinate and manage the Project with respect to timely performance in accordance with the Project Schedule and monitor the quality of services and workmanship and shall recommend courses of action to the Owner when respective contractual requirements are not being fulfilled. Services shall continue through substantial use and occupancy by the Owner, Project closeout and final auditing as conducted by the Authority.
- 4.2 The Owner's Project Manager shall perform the services required under this Contract in conformance with applicable federal, state, and local laws, ordinances and regulations.
- 4.3 The Owner's Project Manager shall report to the Owner any act or inaction in connection with the Project which the Owner's Project Manager believes creates a substantial health or safety risk.
- 4.4 The Owner's Project Manager shall comply with the terms and conditions of all project agreements executed between the Owner and the Authority and any and all administrative directives issued by the Authority now in effect or hereafter promulgated during the term of this Contract so long as the foregoing do not materially contradict the Owner's Project Manager's obligations and responsibilities hereunder.
- 4.5T he Owner's Project Manager acknowledges the importance that the Owner attributes to the abilities and qualifications of the key members of the Owner's Project Manager's team, including Subconsultants, and the continuity of key members participation in the services to be provided under this Contract. This Contract has been entered into on the representation of the Owner's Project Manager that the individuals, consultants, assignments and responsibilities will be maintained throughout the duration of this engagement. No substitution or replacement of individuals or change in the Subconsultants, listed in Attachment B, shall take place without the prior written approval of the Owner and the Authority, except when necessitated by causes beyond the Owner's Project Manager's control. If the Owner's Project Manager proposes to replace one of the key members of the Owner's Project Manager's team, the Owner's Project Manager shall propose a person or consultant with qualifications at least equal to the person or firm the Owner's Project Manager proposes to replace. The Owner and the Authority shall have the right to approve any substitution or replacement or change in status for the persons or Subconsultants listed in Attachment B and such approval shall not be unreasonably withheld. At the request of the Owner, the Owner's Project Manager shall consult with the Owner to resolve any situation in which the Owner determines that a member of the Owner's Project Manager's team is failing to perform services in an acceptable manner to the Owner. The Owner shall have the right to direct the removal of any such person or consultant. No act or omission of the Owner or the Authority made or permitted under this Section shall relieve the Owner's Project Manager of its responsibility for the performance of the services specified in this Contract.
- 4.6T he Owner's Project Manager shall employ at all times professional and support personnel with requisite expertise and adequate numbers to assure the complete, timely and high quality performance of the obligations of the Owner's Project Manager.
- 4.7 The Owner's Project Manager shall be and remain liable to the Owner for all damages incurred by the Owner as a result of the failure of the Owner's Project Manager to perform in conformance with the terms and conditions of this Contract.

## **ARTICLE 5: SUBCONSULTANTS**

- 5.1T he Owner's Project Manager may employ Subconsultants, subject to the prior written approval of the Owner and subject to Paragraph 10.3 in order to perform services under this Contract. The employment of Subconsultants shall not in any way relieve the Owner's Project Manager from its responsibilities under this Contract.
- 5.2U pon request, the Owner's Project Manager shall provide the Owner copies of its agreements with Subconsultants, including amendments thereto, and shall consult with the Owner with respect to the inclusion therein of appropriate terms and conditions to assure timely, efficient and competent performance of the Subconsultants.
- 5.3N o substitution of Subconsultants and no use of additional subconsultants shall be made without prior written approval of the Owner, which approval shall not be unreasonably withheld.
- 5.4N o Subconsultant to the Owner's Project Manager shall have recourse against the Owner or the Authority for payment of monies alleged to be owed to the Subconsultant by the Owner's Project Manager, and the Owner's Project Manager shall include in all contracts with its Subconsultants language so providing.

## **ARTICLE 6: TERM AND TIMELY PERFORMANCE**

- 6.1 The Owner's Project Manager acknowledges that expeditious completion of the Owner's Project Manager's services and the Project is of the utmost importance to the Owner. The term of this Agreement shall commence on the date stipulated in an Approval to proceed from the Owner. The Owner's Project Manager shall complete the services required under this Contract in a prompt and continuous manner. The Owner's Project Manager shall perform its services in a timely manner and shall not delay the work of the Designer or the Contractor. The Owner's Project Manager shall monitor the performance of the Designer and the Contractor in accordance with schedules of performance that are established under their contracts with the Owner. The Owner's Project Manager shall immediately advise the Owner, as well as the Designer or the Contractor, in writing, anytime the Owner's Project Manager determines that either the Designer or the Contractor's performance is jeopardizing the Project Schedule or the Project Budget.
- 6.2 Time is of the essence in the performance of the Owner's Project Manager's obligations under this Agreement and under any amendment. The Owner's Project Manager agrees that no other work in its organization will be permitted to interfere with its timely performance of the work required under this Agreement or any amendment.
- 6.3 The Owner's Project Manager's services are to be provided in accordance with the time schedule set forth in the Feasibility Study Agreement and the Project Scope and Budget Agreement. If the schedule changes causing the need for revisions to the Owner's Project Manager's services, the Owner's Project Manager shall notify the Owner of the revisions to its services. The Owner shall have the right to extend the term of this Contract by amendment. All the rights and obligations of the parties for such extended periods shall be as set forth in this Contract or in the amendment.



## **ARTICLE 7: COMPENSATION**

- 7.1 For the satisfactory performance of all services required pursuant to this Contract, excluding those services specified under Articles 9 and 10, the Owner's Project Manager shall be compensated by the Owner in an amount up to the Not-to-Exceed Fee for Basic Services, identified on page one of the Contract. The Owner's Project Manager shall submit invoices on a monthly basis in accordance with the Payment Schedule included as Attachment A. The Owner shall make payments to the Owner's Project Manager within 30 days of the Owner's approval of the invoice.
- 7.2 The Fee for Basic Services shall include, but not necessarily be limited to, all labor, overhead, profit, insurance, legal services, transportation, communication expenses, reasonable printing and copying necessary for completion of the Project. The fee for Basic Services also shall include the costs of (a) rebidding of the general bid if due to the fault of the Owner's Project Manager, and (b) assisting the Owner as provided by section 8.1.4.2 in litigation or resolution of claims or other administrative proceedings associated with a bid protest arising out of the Designer contract or the construction contract and for assistance beyond the requirements of 8.1.4.2 if such litigation or claims are due to the fault of the Owner's Project Manager.
- 7.3 When the Owner's Project Manager receives payment from the Owner, the Owner's Project Manager shall promptly make payment to each Subconsultant whose work was included in the work for which such payment was received. The Owner shall have the contractual right to investigate any breach of performance of a Subconsultant and to initiate corrective measures it determines are necessary and in the best interest of the Owner.
- 7.4 The Owner's Project Manager shall be paid the remainder of the Fee for Basic Services, less previous payments, upon acceptance by the Owner of the Certificate of Final Completion and submission of evaluations, subject to approval by the Authority, for the Designer, Contractor and Trade Subcontractors..

## **ARTICLE 8: BASIC SERVICES**

The Owner's Project Manager shall perform the following Basic Services:

### **8.1 Project Management (For All Phases)**

- 8.1.1 The Owner's Project Manager shall prepare a communication and document control procedure for the duration of the Project. This procedure shall detail the responsibilities and lines of communication among all Project participants (Owner, Authority, Owner's Project Manager, Designer, Contractor, Subcontractors and other consultants, vendors or suppliers) and establish the procedure for correspondence, document control, designer and contractor submittal logs, change order reporting and other tracking logs, as needed. The draft communication plan shall be submitted to the Owner for approval within 30 days of the Approval to proceed to Design Development/Construction Documents/Bidding Phase and be further updated as needed to include the award of a construction contract and/or no later than 30 days after Approval to Proceed to the Construction Phase. The Owner's Project Manager shall include the Designer and the Contractor in its distribution of the Project Budget,

Schedule, Monthly Progress Report and other reports as appropriate and as outlined in the Communications Plan.

- 8.1.1.2 The Owner's Project Manager shall assist the Owner in the preparation of all information, material, documentation, and reports that may be required or requested by the Authority, including without limitation, documentation related to incentive reimbursement percentage points that may be awarded to the Owner by the Authority, requests for reimbursement, and audit materials.
- 8.1.1.3 The Owner's Project Manager shall prepare agendas for and attend school building committee meetings, attend meetings with other representatives of the Owner, municipal administration and the school department, and attend neighborhood meetings relating to the Project, and participate as a member of the Owner's Prequalification Committee as applicable. The Owner's Project Manager shall take minutes of all of the above-referenced meetings and promptly distribute minutes of these meetings to the Owner.
- 8.1.1.4 The Owner's Project Manager shall review all applications for payments, requisitions and invoices relating to the Project as submitted by the Designer, General Contractor, equipment vendors and all other prime contractors and suppliers and make recommendations to the Owner relative to amounts due.

#### 8.1.2 Project Control

During the Feasibility Study/Schematic Design Phase of this Contract, the Owner's Project Manager shall monitor and report to the Owner and the Authority any variations to the Feasibility Study Budget, Scope and Schedule established in the Owner-Authority Feasibility Study Agreement. During the Design Development/Construction Documents/Bidding Phase, the Owner's Project Manager shall monitor and report to the Owner and the Authority any variations to the Project Budget and Schedule established in the Owner-Authority Project Scope and Budget Agreement.

##### 8.1.2.1 Project Budget

The Owner's Project Manager shall prepare a detailed baseline Project Budget from the Project Scope and Budget Agreement, in a form acceptable to the Owner and the Authority, which will serve as the Project control against which all Designer estimates, contractor bids and other cost information will be measured. The Owner's Project Manager shall submit this detailed baseline Project Budget to the Owner and the Authority within 30 days of Approval to proceed to the Design Development/Construction Documents/Bidding Phase. The Owner's Project Manager shall maintain and update the Project Budget throughout the term of this Contract. The Owner's Project Manager shall report any variances to the baseline Project Budget as part of the Monthly Progress Report.

The Owner's Project Manager shall prepare revisions to the Project Budget, as needed, and submit them to the Owner for approval.

#### 8.1.2.2 Cost Estimating

The Owner's Project Manager shall prepare detailed independent cost estimates at each Design phase (feasibility/schematic, design development and construction documents). The Owner's Project Manager shall compare its cost estimate to that prepared by the Designer and/or CM at Risk to identify and notify the Owner of any variances.

In the event that the cost as estimated by the Designer exceeds the construction cost in the Project Budget at any of the Design phases, the Owner's Project Manager shall consult with the Designer and/or the CM at Risk and recommend to the Owner appropriate revisions to the scope of work.

The Owner's Project Manager shall provide cost estimating services, as may be required, to develop cash flows.

#### 8.1.2.3 Project Schedule

The Owner's Project Manager shall prepare a detailed baseline Project Schedule from the Project Scope and Budget Agreement, in a form acceptable to the Owner and the Authority, which will serve as the Project control against which all Project progress will be measured. The Owner's Project Manager shall submit this detailed baseline Project Schedule to the Owner and the Authority within 30 days of Approval to proceed to the Design Development/Construction Documents/Bidding Phase. The Owner's Project Manager shall maintain and update the Project Schedule throughout the term of this Contract. The Owner's Project Manager shall assess the actual progress of the Project relative to the baseline Project Schedule and report any variances to the baseline Project Schedule as part of the Monthly Progress Report.

In the event that actual progress of the Project varies from the baseline Project Schedule, the Owner's Project Manager shall consult with the Designer and the Contractor and make appropriate recommendations to the Owner relative to actions that should be taken by the Designer or the Contractor to achieve the baseline Project Schedule and/or recommend revisions to the Project Schedule.

The Owner's Project Manager shall prepare revisions to the Project Schedule, as needed, and submit them to the Owner for approval.

#### 8.1.2.4 Construction Schedule

The Contractor shall be responsible for preparing and updating its construction schedule on a monthly basis. The Owner's Project Manager shall meet once each month with the Contractor to review and update its schedule, develop the monthly progress information to support the Contractor's payment estimate, and monitor the Contractor's performance for compliance with its contract.

The Owner's Project Manager shall notify the Owner of and include in its Monthly Progress Report any significant changes or delays to the construction schedule.

The Owner's Project Manager shall make appropriate recommendations to the Owner relative to the actions that should be taken by the Contractor and/or advise the Owner when liquidated damages, if included in the construction contract, are anticipated to be incurred.

#### 8.1.3 Monthly Progress Report

The Owner's Project Manager shall submit to the Owner and the Authority no later than the twelfth day of each calendar month a written Monthly Progress Report summarizing activity during the preceding calendar month. The Monthly Progress Report shall be submitted in a format acceptable to the Authority and shall describe work performed by all project participants (OPM, Designer, Contractor) during the reporting period and work planned for the next reporting period. The report shall also address matters of schedule adherence (Project Schedule as well as individual completion percentages for design and construction), costs to date (updated Project Budget and actual expenses incurred), change orders and potential change orders, cash flow projections, safety performance, construction QA/QC, environmental compliance, community issues, MBE/WBE activities, any issues that could result in additional time and/or additional costs and any anticipated problems/concerns together with recommended solutions.

#### 8.1.4 Change Order and Claims Administration

The Owner's Project Manager shall review and coordinate its review with the Designer and make specific document and processing recommendations to the Owner, consistent with the General Laws and the construction contract documents, which minimize change order and claims processing costs and time. Services provided by the Owner's Project Manager shall include:

##### 8.1.4.1 Change Order Administration

- 8.1.4.1.1 Review all Contractor proposals for change orders and supporting schedules for time extension requests.
- 8.1.4.1.2 Prepare independent cost estimates and schedule impact analysis for those proposed change orders with an estimated value in excess of \$50,000.
- 8.1.4.1.3 Initiate, conduct, and document negotiations through a memorandum of negotiations with the Contractor.
- 8.1.4.1.4 For all change order requests by the Contractor, make recommendations to the Owner for their acceptance or rejection.
- 8.1.4.1.5 Prepare and finalize any documentation required for processing change orders including documentation to support or reject the change.
- 8.1.4.1.6 Maintain a status report system for logging and tracking change orders, claims, and disputes to resolution. At a minimum, monthly reports shall include contract number, description of change order or claim, reason for change, date initiated, magnitude of estimated cost, actions required (identification of action parties and response dates) and

status. This report shall be included in the Monthly Progress Report.

#### 8.1.4.2 Claims and Disputes Management

- 8.1.4.2.1 Implement a claims management procedure consistent with the construction contract documents.
- 8.1.4.2.2 Analyze Contractor claims and propose recommendations to the Owner in support of the obligations under the claims article of the construction contract documents. Prepare defense positions in coordination with the Designer and the Owner.
- 8.1.4.2.3 In the event that a dispute arises between the Contractor, and/or any Subcontractors, and/or the Designer, including, but not necessarily limited to, disputes regarding the performance, quality, acceptability, fitness and rate of progress of the Project or the requirements of the Designer's contract or the Contractors' construction contract(s), the Owner's Project Manager shall report any such claims, disputes or other matters in question relating to the performance by the Contractor, Subcontractor, Designer or vendor to the Owner and the Authority in writing as soon as reasonably possible.
- 8.1.4.2.4 The Owner's Project Manager shall take all reasonable efforts designed to resolve any such claims, disputes, or other matters in question.

#### 8.1.5 MBE/WBE Compliance Monitoring

The Owner's Project Manager shall oversee and monitor the Designer's and Contractor's compliance with MBE/WBE requirements.

#### 8.1.6 Site Investigations and Environmental Testing

Prior to Designer Selection, the Owner's Project Manager shall determine the need for and assist in the implementation of site evaluation and testing including, but not necessarily limited to, site surveys, wetlands evaluation, environmental evaluations, hazardous materials evaluation, subsurface testing (percolation tests, test pits, borings, etc.), destructive testing and other investigative work in the case of renovation projects..

#### 8.1.7 Project Records and Reports

The Owner's Project Manager shall maintain a complete Project file including, but not necessarily limited to, a copy of the executed agreements of the Owner-Owner's Project Manager, Owner-Architect/Engineer and the Owner-Contractor including copies of performance and payment bonds, a master list of permits, certificates of insurance, licenses and approvals for the Project, correspondence, daily reports, payment records, shop drawings, submittals, project schedules, requests for information, change orders/amendments, change directives and meeting minutes. The Owner's Project Manager shall assemble for the Owner's review all documents pursuant to a public records request received by the Owner.

## 8.2 Feasibility Study/Schematic Design Phase

### 8.2.1 Designer Selection

The Owner's Project Manager shall coordinate the designer selection process for the Owner in accordance with the Authority's Designer Selection Guidelines. Services shall include:

- 8.2.1.1 The Owner's Project Manager shall assist the Owner in preparing the schedule for designer selection, advertisement, request for services, selection criteria and other materials required for the application package in accordance with Authority guidelines and submit to the Authority for review and approval prior to advertising.
- 8.2.1.2 The Owner's Project Manager shall record the names and addresses of all designers who request an application package, shall notify all interested designers of any changes to the request for services or application package and shall respond to project specific questions. The Owner's Project Manager shall complete reference checks on all applicants and provide the Owner with a report on the references.
- 8.2.1.3 The Owner's Project Manager shall review each submitted application to be sure it is complete and shall submit the application packages as well as the completed references to the Authority at least two weeks before the targeted Designer Selection Panel meeting.
- 8.2.1.4 The Owner's Project Manager shall present the project particulars and the results of the reference checks to the Authority's Designer Selection Panel.

### 8.2.2 Feasibility Study/Schematic Design

The Owner's Project Manager shall monitor the activities and responsibilities of the Designer during this phase and assist the Owner in the review of the proposed scope, schedule and budget, developed by the Designer, including the review of the Designer's preliminary drawings. The Owner's Project Manager shall:

- a. Prepare independent construction cost estimates for comparison with the Designer's cost estimates. (Two estimates during Task 8.2.2)
  - b. Work with the Owner and Designer to prepare the Project Schedule.
- 8.2.2.1 The Owner's Project Manager shall review the schematic design to recommend Value Engineering Changes (VEC) to the Owner. The Value Engineering Change shall include an analysis of the constructability, cost, quality and schedule impact. The Designer will be responsible for a thorough review and recommendation on the technical merit of the VEC.
  - 8.2.2.2 The Owner's Project Manager shall lead bi-weekly design coordination meetings between the Designer and the Owner and, as required, the Authority, to provide for review and discussion of design/engineering related issues. The Owner's Project Manager shall provide technical assistance to

the Owner. The Owner's Project Manager shall take and distribute minutes of these meetings to the Owner.

8.2.2.3 The Owner's Project Manager shall assist in the implementation of additional site evaluation and testing as required by the Designer, including, but not necessarily limited to, site surveys, wetlands evaluation, environmental evaluations, hazardous materials evaluation, subsurface testing (percolation tests, test pits, borings, etc.), destructive testing and other investigative work in the case of renovation projects.

8.2.2.4 The Owner's Project Manager shall monitor the status of the Designer contract including monitoring the schedule of the Designer, provide review and comment of Designer's work product and make recommendations to the Owner when, in the opinion of the Owner's Project Manager, requirements of the Designer's contract with the Owner are not being fulfilled.

8.2.2.5 The Owner's Project Manager shall meet with the Owner, Designer and other project participants as necessary.

8.2.2.6 The Owner's Project Manager shall assist the Owner with the completion of grant applications for funding for the study of green design strategies and assist by identifying green strategies, as appropriate, for study during this phase. The Owner's Project Manager shall assist the Owner and Designer, as needed, in the preparation of the certification required for Green Schools in accordance with MA CHPS guidelines dated October 16, 2006.

#### Design Development/Construction Documents/Bidding Phase

#### 8.3 Design Development

8.3.1 The Owner's Project Manager shall continue to oversee the activities and responsibilities of the Designer in the further development of the scope, schedule and budget including a general review of the Designer's detailed scaled plans, elevations and sections of all aspects of the design. The Owner's Project Manager shall:

- a. Prepare independent construction cost estimates, as requested by the Owner, for comparison with the Designer's cost estimates. (One Estimate during Task 8.3)
- b. Work with the Owner and Designer to update the Project Budget and Schedule.

8.3.2 The Owner's Project Manager shall monitor and coordinate the schedule, technical accuracy, efficiency, coordination, and constructability of the Project and cost-effectiveness of all designs, drawings, reports, estimates and other work furnished by the Designer, and make recommendations to the Owner when, in the opinion of the Owner's Project Manager, requirements of the Designer's contract with the Owner are not being fulfilled.

- 8.3.3 The Owner's Project Manager shall promptly review all Designer submissions and shall meet with the Designer to discuss those submissions. Upon completion of its review, the Owner's Project Manager shall recommend that the Owner: 1) approve the submission as made; 2) approve that part of the submission that is acceptable and reject the remainder; 3) reject the submission; or 4) require the Designer to submit additional information or details in support of its submission.
- 8.3.4 The Owner's Project Manager shall coordinate the timely review of the design between the Designer and the Authority's commissioning agent. The Owner's Project Manager shall be responsible for providing the necessary documents to the commissioning agent for its review, distributing review comments made to the Designer, Owner and the Authority and be responsible for the timely resolution and incorporation of the commissioning agent's recommendations.

#### 8.4 Construction Documents

- 8.4.1 The Owner's Project Manager shall monitor the activities and responsibilities of the Designer in the preparation of complete construction specifications and drawings in accordance with the Designer's contract. The Owner's Project Manager shall:
- a. Prepare independent construction cost estimates, as requested, for comparison with the Designer's cost estimates. (Two estimates during Task 8.4)
  - b. Provide advice, consultation and guidance to the Owner relative to value engineering recommendations.
  - c. Work with the Owner and Designer to update the construction budget and schedule.
- 8.4.2 Provide advice, consultation and guidance to the Owner and the Designer relative to general contractor and subcontractor prequalification requirements pursuant to M.G.L. c. 149 § 44D½ and § 44D¾ as applicable, including participation as a member of the Owner's Prequalification Committee.
- 8.4.3 The Owner's Project Manager shall review the construction documents to produce cost-effective quality construction, cost reduction, and/or improvement of the construction schedule. The review shall include constructability, operability and biddability as well as document clarity and coordination between drawings and to identify conflicts between drawings and specification. The constructability review will identify any potential conflicts, make recommendations specific to any phasing issues, recommend appropriate milestones, constraints and liquidated damages and a review of the project specific requirements in the General Requirements.
- 8.4.4 The Owner's Project Manager review of the construction documents also shall include, but not be limited to, safety concerns, access, usable area, parking, utilities, anticipated noise sources during construction and identification of field offices, facilities, supplies and equipment.
- 8.4.4 The Owner's Project Manager shall coordinate the timely review of the construction documents by the Commissioning Agent to determine that plans and



specifications include the recommendations made during design development in regard to materials selection, installation and testing criteria in regard to commissioning and start-up and provide adequate information and allow sufficient time for functional and system testing.

- 8.4.5 The Owner's Project Manager shall monitor the schedule of the Designer, provide review and comment of Designer's work product and make recommendations to the Owner when, in the opinion of the Owner's Project Manager, requirements of the Designer's contract with the Owner are not being fulfilled.

## 8.5 Bidding Phase

- 8.5.1 The Owner's Project Manager shall monitor the activities and responsibilities of the Designer in the advertisement, distribution of bidding documents and solicitation of public bids in accordance with M.G.L. c. 149 §§ 44A through 44J and other public construction-related statutes. The Owner's Project Manager shall:

- a. Administer general contractor and subcontractor prequalification requirements pursuant to M.G.L. c. 149 § 44D $\frac{1}{2}$  and § 44D $\frac{3}{4}$  as applicable, including participation as a member of the Owner's Prequalification Committee.
- b. Attend all pre-bid conferences and meetings and, assist, if directed by the Owner.
- c. Attend all sub-bid and general bid openings and, assist, if directed by the Owner.
- d. Review all sub-bids and general bids in conjunction with Designer's determination of responsiveness, bidder eligibility, completeness, accuracy and price. Provide technical guidance to the Owner relative to its acceptance and determination of bidder responsibility.
- e. Review alternates and make written recommendations as to their acceptance.
- f. If the bid of the lowest eligible and responsible general bidder exceeds the construction budget, the Owner's Project Manager shall consult with the Designer and make recommendations to the Owner in regard to maintaining the Project Budget which may include, consistent with Massachusetts public construction laws, reviewing and recommending accepting alternates, re-bidding or seeking additional funding from the City/Town/Regional District.

- 8.5.2 The Owner's Project Manager shall make recommendations to the Owner relative to the award of a construction contract.

- 8.5.3 The Owner's Project Manager shall assist the Owner in the preparation and execution of the Owner-Contractor Agreement and shall obtain from the Contractor performance and payment bonds, insurance certificates, and all other documents and certificates required for contract execution.

- 8.5.4 The Owner's Project Manager shall assist the Owner and the Designer in preparing and sending the Notice to Proceed to the Contractor.

- 8.5.5 Provide the Contractor, Designer, Owner and the Authority with required copies of executed construction contract documents.

### **Construction Phase**

#### **8.6 Construction**

The Owner's Project Manager shall provide supervisory and inspection staff (including specialists), necessary for the safe, quality, on-budget, on-schedule completion of the Project in accordance with the construction contract documents and applicable permits from Notice to Proceed of the construction contract to contract close-out.

- 8.6.1 The Owner's Project Manager shall monitor the Designer's administration of the Owner-Contractor Agreement including processing of submittals, issuance of timely decisions and directives and assuring each consultant or subconsultant to the Designer make visits to the Project as necessary during the time that construction is occurring on the portions of the work to which the consultant's services relate.

- 8.6.2 The Owner's Project Manager shall provide a full-time (40 hours per week minimum) on-site Project Representative, who shall be dedicated exclusively to the Project, either as an employee of the Owner's Project Manager or as a subconsultant to the Owner's Project Manager.

- 8.6.2.1 The Project Representative shall be subject to the approval of the Owner and the Owner reserves the right to require the Owner's Project Manager to replace the Project Representative at any time during the course of the Project.

- 8.6.2.2 The Project Representative shall have at least five years experience in on-site supervision of projects similar in size and complexity to the Project.

- 8.6.2.3 Unless otherwise directed, the Project Representative shall be present at all times when the Contractor is conducting operations at the site starting from issuance by the Owner of a Notice to Proceed to the Contractor and continuing until issuance to the Contractor of a Certificate of Substantial Completion by the Owner and thereafter on an, as needed basis, until issuance to the Contractor of a Certificate of Final Completion by the Owner.

- 8.6.3 The Owner's Project Manager shall review the Contractor's schedule of values to determine if it represents a reasonably balanced payment schedule for work to be performed with no items front-end loaded or artificially inflated. The schedule of values shall include line items for all deliverables, testing requirements and specified operations and maintenance materials. The Owner's Project Manager shall submit the recommended schedule of values for the Contractor to the Owner within forty-five days of the Owner's Notice to Proceed to the Contractor.

- 8.6.4 The Owner's Project Manager shall review the Contractor's submitted baseline schedule. The Owner's Project Manager shall be responsible for monitoring the timeliness of these submittals and enforcing compliance with schedule submittal requirements of the construction documents. The Owner's Project Manager shall evaluate the Contractor's planning for the execution of the work, evaluate the

reasonableness of the proposed schedule and determine if the submitted schedule meets the requirements of the construction documents.

8.6.5 The Owner's Project Manager shall provide daily observation and monitoring of construction activities such that all shifts and work activities are observed and documented. Responsibilities shall include:

8.6.5.1 The Owner's Project Manager shall keep a daily log containing a record of weather, the Contractor's work on site, number of workers, visitors to the site, safety status of the Project, equipment and equipment utilization, material and equipment deliveries, non-compliance with safety procedures and issuance of any safety violation notifications, accidents, general description of work performed and quality of work, visits of code enforcement officials and any resulting reports or orders, verbal instruction to interpretations given to the Contractor, pay items, delays, deficiencies and field problems.

8.6.5.2 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.

8.6.5.3 The Owner's Project Manager shall determine 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.

8.6.5.4 The Owner's Project Manager shall monitor on a daily basis Time and Materials work on change orders including work installed, volume measurements, time sheets, crew sizes and mixes, and equipment utilized.

8.6.5.5 The Owner's Project Manager shall determine actual quantities and classification of Unit Price work performed by Contractors.

8.6.5.6 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.

8.6.5.7 The Owner's Project Manager shall coordinate and track requests for clarification on drawings/specifications, design changes and proposed change orders.

8.6.5.8 The Owner's Project Manager shall prepare responses to Contractor correspondence for the Owner.

8.6.5.9 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.

8.6.5.9 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.

- 8.6.5.10 The Owner's Project Manager shall monitor the Contractor'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.
- 8.6.5.11 The Owner's Project Manager shall shoot and maintain Project progress photographs and videography 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.
- 8.6.6 The Owner's Project Manager shall monitor the Contractor'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 Contractor in the Owner-Contractor Agreement are not being fulfilled
- 8.6.7 The Owner's Project Manager shall schedule, conduct and prepare minutes of weekly job meetings on progress, coordination and problem resolution and negotiations. The Owner's Project Manager shall prepare and submit minutes to the Owner within three business days of the meeting.
- 8.6.8 The Owner's Project Manager shall schedule the Authority's Commissioning Agent, as required to support the construction schedule, to provide commissioning services and reports as required.
- 8.6.9 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.
- 8.6.10 The Owner's Project Manager shall review and coordinate its review with the Designer to recommend approval of the General Contractor's monthly payment requisitions. The Owner's Project Manager shall verify the Designer's certification that the percentage of work included in the requisition is accurate and the work performed conforms to the construction contract.
- 8.6.11 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 Completion Phase

- 8.7.1 The Owner's Project Manager shall conduct inspections of all completed work at substantial completion to develop punch lists; verify substantial completion of work; assist in final inspection and receipt of documents, manuals, receipts, certifications, and all other materials required for final closeout as described in the construction contract. The Owner's Project Manager shall first prepare its own detailed punchlist and shall then coordinate a subsequent walk-through with the Designer and the Authority's Commissioning Agent, adding to the Owner's Project Manager's prepared punchlist. 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. .

- 8.7.2 The Owner's Project Manager shall monitor the activities and responsibilities of the Designer and the Contractor in the close-out and commissioning of the Project.
- 8.7.3 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.
- 8.7.4 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) and Trade Subcontractors pursuant to M.G.L. c. 149 § 44D.

#### **ARTICLE 9: EXTRA SERVICES**

##### **9.1 General**

- 9.1.1 Extra Services are those services requested by the Owner to be performed by the Owner's Project Manager but which are additional (or "extra") to the services performed as Basic Services. Such services are not included in the Fee for Basic Services and shall be invoiced and paid for separately. Extra services shall not be deemed authorized until a written Approval is received from the Owner.
  - 9.1.2 The proposed cost, scope and schedule of all Extra Services shall be presented to and approved by the Owner in writing prior to the performance of any Extra Services.
  - 9.1.3 Cost proposals for Extra Services shall be computed in accordance with the Hourly Rate Schedule established in Attachment A.
- 9.2 Unless specifically prohibited elsewhere and with the prior written Approval of the Owner, the Owner's Project Manager shall perform any of the following services as Extra Services:
- 9.2.1 Preparing special studies, reports, or applications at the written direction of the Owner, other than those specifically required herein as part of Basic Services;
  - 9.2.2 Assisting in the appeals process of permitting boards or commissions;
  - 9.2.3 Rebidding of the general bid if not the fault of the Owner's Project Manager;

- 9.2.4 Furnishing services in connection with a bid protest filed in court or with the Office of the Attorney General, provided such activities did not arise due to the fault of the Owner's Project Manager;
  - 9.2.5 Furnishing services in excess of Basic Services made necessary by the termination of the General Contractor;
  - 9.2.6 Providing consultation concerning replacement of any work damaged by Acts of God, fire, explosion, flood, extreme weather conditions, terrorist acts or other similar cause, but not the result of errors, omissions, negligence, or means and methods employed by the General Contractor or a Subcontractor during construction;
  - 9.2.7 Assisting the Owner in litigation, claims resolution or non-binding mediation arising out of the Designer contract and the construction contract, provided such litigation or claims did not arise due to the fault of the Owner's Project Manager; and
  - 9.2.8 Provide other services requested by the Owner that are not included as Basic Services pursuant to this Contract.
- 9.3 Invoices for Extra Services shall be accompanied by a complete breakdown listing the name, payroll title, date, number of hours by day, hourly rate and extended amount, per specified task of Extra Services performed. Hourly rates shall be in accordance with the Hourly Rate Schedule in Attachment A.

#### **ARTICLE 10: REIMBURSABLE EXPENSES**

- 10.1 For coordination and responsibility for the work described in the following paragraphs 10.1.1 and 10.1.2, the Owner's Project Manager shall be reimbursed its actual costs, supported by invoices or receipts, plus 10%. The following are reimbursable expenses:
- 10.1.1 Certain out of pocket expenses paid by the Owner's Project Manager such as filing fees, and permit fees that are normally paid by the Owner.
  - 10.1.2 Any other specially authorized reimbursement deemed essential by the Owner, in the Owner's sole discretion, in writing.
- 10.2 Non-Reimbursable Items: The Owner shall not reimburse the Owner's Project Manager or its Subconsultants for travel expenses, sustenance, telephone, facsimiles, electronic mails, postage and delivery expenses, unless specifically required elsewhere in this Contract.
- 10.3 The Owner's Project Manager shall not be entitled to compensation under this Article for the services of Subconsultants hired to perform Basic Services under this Contract. If a Subconsultant hired to perform Basic Services performs Extra Services approved by the Owner, compensation for such Extra Services shall be made under Article 9.

#### **ARTICLE 11: RELEASE AND DISCHARGE**

- 11.1 The acceptance by the Owner's Project Manager of the last payment under the provisions of Article 7 or Article 12 in the event of termination of the Contract, shall in each instance, operate as and be a release to the Owner and the Authority and their employees and agents, from all claims of the Owner's Project Manager and its Subconsultants for payment for services performed and/or furnished, except for those written claims submitted by the Owner's Project Manager to the Owner and Authority with, or prior to, the last invoice.

## **ARTICLE 12: ASSIGNMENT, SUSPENSION, TERMINATION**

### 12.1 Assignment:

- 12.1.1 The Owner's Project Manager shall not assign or transfer any part of its services or obligations under this Contract (other than as specified in Article 5), without the prior written approval of the Owner and the Authority. Likewise, any successor to the Owner's Project Manager must first be approved by the Owner and the Authority before performing any services under this Contract. Such written consent shall not in any way relieve the Owner's Project Manager or its assignee from its responsibilities under this Contract.

### 12.2 Suspension

- 12.2.1 The Owner may, at any time, upon fifteen (15) days written notice to the Owner's Project Manager, suspend this Contract. If the Owner provides such written notice, the Owner's Project Manager shall be compensated for work satisfactorily performed in accordance with the Contract terms prior to the effective date of such suspension for which invoices have been properly submitted.

### 12.3 Termination

- 12.3.1 By written notice to the Owner's Project Manager, the Owner may, with prior written approval of the Authority, terminate this Contract at any time with or without cause. If such termination shall occur through no fault of the Owner's Project Manager, all compensation and reimbursement due to the Owner's Project Manager in accordance with the Contract terms, for work satisfactorily performed up to the date of termination, including proportionate payment for portions of the work started but incomplete at the time of termination, shall be paid to the Owner's Project Manager, provided no payment shall be made for work not yet performed or for anticipated profit on unperformed work. If such termination is for cause then no further payment shall be due to the Owner's Project Manager.
- 12.3.2 By written notice to the Owner and the Authority, the Owner's Project Manager may terminate this Contract:
- (a) if the Owner, within thirty (30) days following written notice from the Owner's Project Manager of any material default by the Owner under the Contract, shall have failed to cure such default; or
  - (b) if, after the Owner's Project Manager has performed all services required during any phase prior to construction, at least six (6) months have elapsed without receipt by the Owner's Project Manager of approval to proceed

with the next phase of the Project, provided the delay was not the fault of the Owner's Project Manager. This provision shall not apply to an Owner's Project Manager who has received a notice of suspension pursuant to Article 12.2.

- (c) Upon a proper termination by the Owner's Project Manager, the Owner's Project Manager shall be compensated as provided in 12.3.1 above regarding termination without cause.

### **ARTICLE 13: NOTICES**

- 13.1 Any notice required to be given by the Owner or Authority to the Owner's Project Manager, or by the Owner's Project Manager to the Owner or Authority, shall be deemed to have been so given, whether or not received, if mailed by certified or registered mail to the Owner's Project Manager or the Owner at the addresses indicated on page one or to the Authority at 40 Broad Street, Boston, Massachusetts 02109. Notices to the Authority shall be sent to the attention of the Director of Capital Planning.

### **ARTICLE 14: INDEMNIFICATION OF OWNER AND AUTHORITY**

- 14.1 With respect to professional services rendered by Owner's Project Manager, to the fullest extent permitted by law, Owner's Project Manager shall defend, indemnify and hold harmless the Owner, and its officers and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the Owner to the extent caused by the negligence of or the breach of this Contract by the Owner's Project Manager, a person employed by the Owner's Project Manager, or any of its Subconsultants.
- 14.2 With respect to non-professional services rendered by Owner's Project Manager, to the fullest extent permitted by law, Owner's Project Manager shall defend, indemnify and hold harmless the Owner and the Authority, and their officers and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the Owner and/or the Authority arising out of or resulting from the performance of its services provided that such claims, damages, liabilities, injuries, costs, fees, expenses, or losses are attributable to bodily injury or death or injury to or destruction of tangible property and caused by an act or omission of the Owner's Project Manager, a person employed by the Owner's Project Manager, or any of its Subconsultants.

### **ARTICLE 15: INSURANCE**

- 15.1 The Owner's Project Manager shall obtain and maintain at its sole expense all insurance required by law and as may be required by the Authority and by the Owner under the terms of this Contract. The insurance required hereunder shall be provided at the sole expense of the Owner's Project Manager or its Subconsultant, as the case may be, and



shall be in full force and effect for the full term of this Contract between the Owner and the Owner's Project Manager or for such longer period as otherwise required under this Contract.

- 15.2 All policies shall be issued by companies lawfully authorized to write that type of insurance under the laws of the Commonwealth of Massachusetts with a financial strength rating of "A" or better as assigned by A.M. Best Company, or an equivalent rating assigned by a similar rating agency acceptable to the Owner and the Authority.
- 15.3 The Owner's Project Manager, and any of its Subconsultants, shall submit to the Owner original certificates of insurance evidencing the coverage required hereunder, together with evidence that all premiums for such insurance have been fully paid simultaneously with the execution of this Contract. Certificates shall show each type of insurance, insurance company, policy number, amount of insurance, deductibles/self-insured retentions, and policy effective and expiration dates. The Owner's Project Manager shall submit updated certificates to the Owner and the Authority prior to the expiration of any of the policies referenced in the certificates so that the Owner and the Authority shall at all times possess certificates indicating current coverage. Original certificates shall be provided to the Authority by the Owner's Project Manager upon request by the Authority. Failure by the Owner's Project Manager to obtain and maintain the insurance required by this Section, to obtain all policy renewals, or to provide the respective insurance certificates as required shall constitute a material breach of the Contract and shall be just cause for termination of the services of the Owner's Project Manager under this Contract.
- 15.4 Termination, cancellation, or material modification of any insurance required by this Contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given to the Owner and the Authority at least thirty days prior to the effective date thereof, which shall be expressed in said notice.
- 15.5 The Owner's Project Manager shall require by contractual obligation, and shall ensure by the exercise of due diligence, that any Subconsultant hired in connection with the services to be provided under this Contract shall obtain and maintain all insurance required by law and as may be required by the Owner under the terms of this Contract.
- 15.6 The Owner's Project Manager or its Subconsultant, as the case may be, is responsible for the payment of any and all deductibles under all of the insurance required by this Contract. Neither the Owner nor the Authority shall be responsible for the payment of deductibles, self-insured retentions or any portion thereof.

15.7 Workers' Compensation, Commercial General Liability, Automobile Liability, and Valuable Papers

The Owner's Project Manager shall purchase and maintain at its own expense during the life of this Contract, or such other time period as provided herein, the following types and amounts of insurance, at a minimum:

- 15.7.1 Workers' Compensation Insurance in accordance with General Laws Chapter 152. The policy shall be endorsed to waive the insurer's rights of subrogation against the Owner and the Authority.

- 15.7.2 Commercial General Liability Insurance (including Premises/Operations; Products/ Completed Operations; Contractual; Independent Contractors; Broad Form Property Damage; and Personal Injury) with a minimum limit of \$1,000,000 per occurrence, \$2,000,000 aggregate. The Owner's Project Manager shall maintain such insurance in full force and effect for a minimum period of one year after final payment and shall continue to provide evidence of such coverage to the Owner and the Authority. The Owner and the Authority shall be added as an additional insured on this policy. The policy shall be endorsed to waive the insurer's rights of subrogation against the Owner and the Authority.
- 15.7.3 Comprehensive Automobile Liability Insurance (including owned, non-owned and hired vehicles) at limits of not less than:
- a. \$1,000,000 Each Person for Bodily Injury;
  - b. \$1,000,000 Each Accident for Bodily Injury; and
  - c. \$1,000,000 Each Accident for Property Damage.
- 15.7.4 Valuable Papers insurance in an amount sufficient to assure the restoration of any plans, drawings, computations, field notes, or other similar data relating to the work covered by this Contract or by the Agreement between the Owner and the Designer in the event of loss or destruction while in the custody of the Owner's Project Manager until the final fee payment is made or all data is turned over to the Owner, and this coverage shall include coverage for relevant electronic media, including, but not limited to, documents stored in computer-aided design drafting (CADD) systems.

## 15.8 Professional Liability

The Owner's Project Manager shall maintain professional liability insurance covering errors and omissions and negligent acts of the Owner's Project Manager and of any person or entity for whose performance the Owner's Project Manager is legally liable at all times while services are being performed under this Contract and for a period of six years thereafter. The minimum amount of such insurance shall be a combined single limit of \$1,000,000.

If the professional liability policy is in a "claims made" format, it shall include a retroactive date that is no later than the effective date of this Contract, and an extended reporting period of at least six years after the earlier of: (1) the date of official acceptance of the completed Project by the Owner; (2) the date of the opening of the Project to public use; (3) the date of the acceptance by the general contractor of a final pay estimate prepared by the Owner pursuant to M.G.L. chapter 30; or (4) the date of substantial completion of the Construction Contract and the taking of possession of the Project for occupancy by the Owner, which requirement can be met by providing renewal certificates of professional liability insurance to the Owner as evidence that this coverage is being maintained.

## 15.9 Liability of the Owner's Project Manager

Insufficient insurance shall not release the Owner's Project Manager from any liability for breach of its obligations under this Contract. Without limitation, the Owner's Project

Manager shall bear the risk of any loss if its valuable papers insurance coverage is insufficient to cover the loss of any work covered by this Contract.

#### **ARTICLE 16: OWNERSHIP OF DOCUMENTS**

16.1 Unless provided otherwise by law, ownership and possession of all information, data, reports, studies, designs, drawings, specifications, materials, computer programs, documents, models, inventions, equipment, and any other documentation, product of tangible materials authored or prepared, in whole or in part, or purchased, obtained, created by the Owner's Project Manager pursuant to this Contract (collectively, the "Materials"), other than the Owner's Project Manager's administrative communications, records, and files relating to this Contract, shall be the sole property of, and shall vest in, the Owner as "works made for hire" or otherwise. The Owner will own the exclusive rights, worldwide and royalty-free, to and in all Materials prepared and produced by the Owner's Project Manager pursuant to this Contract, including, but not limited to, United States and International patents, copyrights, trade secrets, know-how and any other intellectual property rights, and the Owner shall have the exclusive, unlimited and unrestricted right, worldwide and royalty-free, to publish, reproduce, distribute, transmit and publicly display all Materials prepared by the Owner's Project Manager. At the completion or termination of the Owner's Project Manager's services, all original Materials shall be promptly turned over to the Owner.

#### **ARTICLE 17: REGULATORY AND STATUTORY REQUIREMENTS**

17.1 Truth-in-Negotiations Certificate: If the Owner's Project Manager's fee is negotiated, by signing this Contract, the Owner's Project Manager hereby certifies to the following:

17.1.1 Wage rates and other costs used to support the Owner's Project Manager's compensation are accurate, complete, and current at the time of contracting; and

17.1.2 The Contract price and any additions to the Contract may be adjusted within one year of completion of the Contract to exclude any significant amounts if the Owner determines that the fee was increased by such amounts due to inaccurate, incomplete or non-current wage rates or other costs.

17.2 The person signing this Contract certifies, as a principal or director of the Owner's Project Manager, that the Owner's Project Manager has not given, offered or agreed to give any person, corporation, or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Contract; no consultant to or Subconsultant for the Owner's Project Manager has given, offered or agreed to give any gift, contribution or offer of employment to the Owner's Project Manager, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the Owner's Project Manager or Subconsultant of a contract by the Owner's Project Manager; and no person, corporation or other entity, other than a bona fide full-time employee of the

Owner's Project Manager, has been retained or hired by the Owner's Project Manager to solicit for or in any way assist the Owner's Project Manager in obtaining this Contract upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Contract .

- 17.3 Revenue Enforcement and Protection Program (REAP): Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, the undersigned certifies under the penalties of perjury that to the best of his/her knowledge and belief that the firm and/or individuals in the firm are in compliance with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.
- 17.4 Interest of Owner's Project Manager: The Owner's Project Manager hereby certifies that it is in compliance with the provisions of General Laws Chapter 268A whenever applicable. The Owner's Project Manager covenants that 1) he/she presently has no financial interest and shall not acquire any such interest direct or indirect, which would conflict in any manner or degree with the services required to be performed under this Contract or which would violate M.G.L. Chapter 268A, as amended from time-to-time; 2) in the performance of this Contract, no person having any such interest shall be employed by the Owner's Project Manager; and 3) no partner or employee of the firm is related by blood or marriage to any officer, official, or employee of the Owner.
- 17.5 Equal Opportunity: The Owner's Project Manager shall not discriminate in employment against any person on the basis of race, color, religion, national origin, sex, sexual orientation, age, ancestry, disability, marital status, veteran status, membership in the armed forces, presence of children, or political beliefs. The Owner's Project Manager shall comply with all provisions of Title VI of the Civil Rights Act of 1964 and MGL c.151B.
- 17.6 Certification of Non-Collusion: The signatory certifies under penalties of perjury that its proposal has been made in and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- 17.7 Governing Law: This Contract shall be governed by the laws of the Commonwealth of Massachusetts.
- 17.8 Venue and Waiver of Jury: Any suit by either party arising under this Contract shall be brought only in the Superior Court in the county where the Project is located. The parties hereto waive any argument that this venue is not appropriate or that the forum is inconvenient. The parties hereto waive all rights, if any, to a jury trial in any dispute arising under this Contract.

ATTACHMENT A – Revised April 5, 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. 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	TBD	TBD
Construction Phase/Final Completion	TBD	TBD

Independent Cost Estimates

Task 8.2.2. – Up to two estimates	\$5,000 per FS estimate; \$6,000 per SD estimate	N/A
Task 8.3 – One Estimate	\$X per estimate TBD	N/A
Task 8.4 – Up to two estimates	\$X per estimate TBD	N/A

## **ATTACHMENT B**

### **Key Personnel**

Stuart Lesser, Principal-in-Charge

Jeffery A. Luxenberg, Project Director

Noah Luskin, Project Manager

**#11**      **Review Design Fee Amendment #3 to Architect Contract**  
RDA Amendment #3 (attachment F) with RDA Fee Proposal Letter

# **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: **\$ 3,124,200**

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:

<b>Fee for Basic Services</b>	<b>Original Contract</b>	<b>Previous Amendments</b>	<b>Amount of This Amendment</b>	<b>After This Amendment</b>
Feasibility Study Phase	\$120,000	\$34,650		\$154,650
Schematic Design Phase	\$180,000	\$26,510		\$206,510
Design Development Phase	-	-	<b>\$640,000</b>	\$640,000
Construction Doc Phase	-	-	<b>\$1,115,000</b>	\$1,115,000
Bidding Phase	-	-	<b>\$80,000</b>	\$80,000
Construction Phase	-	-	<b>\$895,000</b>	\$895,000
Completion Phase	-	-	<b>\$94,200</b>	\$94,200
<b>Total Fee</b>	<b>\$300,000</b>	<b>\$ 61,160</b>	<b>\$3,124,200</b>	<b>\$3,185,360</b>



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

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print title)

By \_\_\_\_\_  
(signature )

Date \_\_\_\_\_

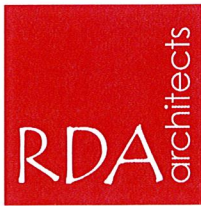
DESIGNER

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print title)

By \_\_\_\_\_  
(signature)

Date \_\_\_\_\_



**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:

- 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>

<b>Total Basic Services</b>	<b>\$3,124,200</b>
-----------------------------	--------------------

Additional Services to Date (Amendments #1 & 2)	<u>\$61,160</u>
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<b>Total Services</b>	<b>\$3,185,360</b>
-----------------------	--------------------

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 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

**#12**      **Vote to send revised JLA Org Chart to MSBA**  
Project Org Chart Updated, David Krawitz JLA Resume

# David Krawitz, R.A., LEED A.P.

## Selected Project Experience

Uxbridge High School  
*Uxbridge, MA*

Lawrence School K-8 Renovation and Addition \*  
*Brookline, MA*

Shore Country Day School \*  
*Beverly, MA*

Boston College Dormitories and Dining Hall \*  
*Newton, MA*

Coastal Carolina College Business School \*  
*Columbia, SC*

Amherst College Student Center \*  
*Amherst, MA*

New Corporate Campus \*  
*Smithfield, RI*

Corporate Headquarters Renovation \*  
*Boston, MA*

Investment Management Offices \*  
*London, Hong Kong and Tokyo*

David Krawitz has a broad range of experience as a Senior Director of Facilities Planning, Senior Project Manager and Owner's Representative with the corporate real estate group for a major private sector financial services company. In these roles Mr. Krawitz has overseen a wide variety of projects through all phases: from funding, permitting, programming, and concept design to construction administration, commissioning and post occupancy review. He has a strong background in cost estimating, value engineering, critical path scheduling, cost benefit analysis, consultant coordination and vendor management, and has worked extensively with Construction Managers.

Currently Mr. Krawitz is involved in the construction of a new high school campus for the town of Uxbridge, in which capacity he is overseeing the planning, design, bidding, construction and post-construction activities on behalf of the Owner.

Mr. Krawitz previously served as a Project Architect for a large well renowned design firm, managing projects from pre-design through field administration. He focused on secondary school and college campus projects, worked closely with clients, community members, contractors, engineers and building officials to deliver high quality buildings on schedule and on budget. He has deep knowledge of building technology, systems and infrastructure, and is fluent in the language of construction documents, specifications and contracts.

## Education

Masters in Architecture, Harvard University  
AB in Architecture, Magna Cum Laude, Princeton University

## Professional Certification

Massachusetts Registered Architect  
LEED Accredited Professional

## Affiliations

Studio Critic: Boston Architectural College  
Guest Juror: Harvard Graduate School of Design, Roger Williams College, Mass College of Art

## References

George Zini, Superintendent of Schools  
Town Hall  
21 South Main Street  
Uxbridge, MA 01569

Laura Keenan  
Fidelity Investments Real Estate Company  
82 Devonshire Street  
Boston, MA 02109  
617 617 563-3762

Bob Luchetti  
Robert Luchetti Associates, Architects  
15 Properzi Way  
Somerville, MA 02143  
671 623-7611

\*Previous to JLA

#14

**Approval of Outstanding Invoices**

Consult 1 Invoice JLA, Invoice 782 RDA, RDA DD Invoice, Invoice Cover Letter



# JOSLIN, LESSER + ASSOCIATES, INC.

## MEMORANDUM

To: Don Sawyer, Uxbridge Public Schools  
 From: Jeffery A. Luxenberg - Joslin, Lesser + Associates, Inc.  
 Date: August 03, 2010  
 Re: Invoices: Uxbridge High School  
 Cc: Uxbridge School Building Committee

Enclosed for processing are the following commitments and invoices to be considered at the August 5<sup>th</sup>, 2010 SBC Meeting. Now that the MSBA and local approvals have been received, both the OPM and Designer Contracts need to be amended to reflect the full project scope. OPM Amendment #2 includes fees for all remaining project phases and is consistent with the project budget. Attached please find the OPM fee proposal from Joslin Lesser including Revised Attachments A & B, and a copy of the OPM Contract as amended.

Design Services Amendment 3 includes design fees for all remaining project phases for Basic Services, and is consistent with the project budget. Attached please find the designer services fee proposal from RDA. Joslin Lesser has reviewed RDA's fee proposal and recommends approval.

COMMITMENTS (Fee Proposals)			
ProPay Code	Budget Category	Description of Services	Contract \$
<b>OPM Amendment #2</b>			
0102-0400	OPM: Design Development	Design Development	\$53,000
0102-0500	OPM: Construction Contract Documents	Contract Documents	\$212,000
0102-0600	OPM: Bidding	Bidding	\$26,420
0102-0700	OPM: Construction Contract Administration	Contract Administration	\$837,000
0102-0800	OPM: Closeout	Closeout	\$69,750
		<b>Total Amendment #2</b>	<b>\$1,198,170</b>
<b>Design Services Amendment #3</b>			
0201-0400	A/E Designer: Design Development	Design Development	\$640,000
0201-0500	A/E Designer: Construction Contract Documents	Contract Documents	\$1,115,000
0201-0600	A/E Designer: Bidding	Bidding	\$80,000
0201-0700	A/E Designer: Construction Contract Administration	Contract Administration	\$895,000
0201-0800	A/E Designer: Closeout	Closeout	\$94,200
		<b>Total Amendment #3</b>	<b>\$3,124,200</b>



Project Management

## Monthly Invoice Summary

### Page 2

Below is a summary of current invoices for processing. They include a JLA invoice for independent cost estimating services that was submitted in June and the final invoice for RDA for Feasibility/Schematic Design which was also submitted in June and a new invoice from RDA for the start of Design Development. Attached please find a copy of the JLA invoice, RDA's previous invoice (see attached June 30, 1010 Memorandum), and a new invoice for RDA.

INVOICES (Payments)					
ProPay Code	Vendor	Invoice #	Budget Category	Description of Services	Invoice \$
0102-0200	JLA	Consult-1	OPM Feasibility Study	OPM independent cost estimate	\$11,000
0201-0200	RDA	782	Architecture and Engineering – FS/SD	Designer Services: 05.22.10 - 06.15.10 (marks 100% of SD)	\$66,435
0102-0400	RDA	August 3,2010	Architecture and Engineering-DD	20% Design Development	\$128,000

The Invoices listed above are consistent with the Total Project Budget and to the best of our knowledge are eligible for reimbursement from the Massachusetts School Building Authority. Joslin Lesser + Associates recommends that the Uxbridge High School Building Committee approve these invoices.

# Joslin, Lesser + Associates, Inc.

44 Pleasant Street  
Watertown, MA 02472

# Invoice

DATE	INVOICE #
6/18/2010	Consult - 1

BILL TO
<b>Don Sawyer, Business Manager Uxbridge Public Schools 21 South Main Street Uxbridge, MA 01569</b>

PROJECT
<b>Uxbridge High School</b>

DESCRIPTION	AMOUNT
<b>Reimbursement for Cost Estimate from A.M. Fogarty &amp; Associates, Inc. for the Feasibility Study and Design Stage per Attachment A - Task 8.2.2. estimated to be \$11,000. Actual invoice amount of \$11,500 has been paid by Joslin Lesser. Joslin Lesser will absorb \$500 increase over estimate.</b>	<b>11,000.00</b>
<b>Total</b>	<b>\$11,000.00</b>



# invoice

## A.M. FOGARTY & ASSOCIATES, INC.

175 Derby Street Suite 5  
HINGHAM, MA 02043

(781) 749-7272  
Fax (781) 740-2652

DATE

INVOICE #

6/14/2010

10055

**BILL TO:**

Ms. Mellisa Gagnon  
Joslin Lesser & Assoc.  
44 Pleasant Street  
Watertown, MA 02472

REP

PTT

DESCRIPTION			AMOUNT
DESCRIPTION	QTY	RATE	TOTAL
Uxbridge High School - Schematic Cost Estimate		11,500.00	11,500.00
<b>TOTAL</b>			<b>\$11,500.00</b>

Thank you for your business.

# JOSLIN, LESSER + ASSOCIATES, INC.

## MEMORANDUM

To: Don Sawyer, Uxbridge Public Schools  
From: Jeffery A. Luxenberg - Joslin, Lesser + Associates, Inc.  
Date: June 30, 2010  
Re: Corrected Invoice: Uxbridge High School  
Cc: Uxbridge School Building Committee

Enclosed for processing, is an updated memorandum related to the final invoice for RDA which was considered at the 06.15.2010 SBC meeting:

INVOICES (Payments)					
ProPay Code	Vendor	Invoice #	Budget Category	Description of Services	Invoice \$
0201-0200	RDA	782	Architecture and Engineering – FS/SD	Designer Services: 05.22.10 - 06.15.10 (marks 100% of SD)	\$66,435
				<b>TOTAL:</b>	<b>\$66,435</b>

Invoice #782 replaces invoice #778, which has been voided. The above invoice reflects 100% completion of RDA's work on the Feasibility Study and Schematic Design including additional Environment Study and Survey work completed by BSC related the Turtle issue. This invoice is consistent with the Total Project Budget and to the best of our knowledge is eligible for reimbursement from the Massachusetts School Building Authority. Joslin, Lesser + Associates recommends payment of this invoice.





**Raymond Design Associates, Inc.**

222 North Street  
Hingham, MA 02043  
781-749-5530

**Invoice**

Invoice # 782

Date 6/29/2010

( THIS INVOICE SUPERSEDES )  
INV # 778 6/15/2010

Uxbridge School Building Committee  
c/o Joslin, Lesser & Associates Inc.  
Attn:Melissa Gagnon  
44 Pleasant Street  
Watertown, MA 02472

Job: Uxbridge HS FS & SD

Period Ending: 6/29/2010

Description	Fee	% Complete	Prior %	Curr %	Amount
Feasibility Study	0.00				0.00
Project Start Up & Work Plan	15,000.00	100.00%	100.00%	0.00%	0.00
Educational Visioning & Programming	20,000.00	100.00%	100.00%	0.00%	0.00
Existing Conditions Survey	20,000.00	100.00%	100.00%	0.00%	0.00
Preliminary Design Concepts	25,000.00	100.00%	100.00%	0.00%	0.00
Final Design Refinements	20,000.00	100.00%	100.00%	0.00%	0.00
Feasibility Study Submission to MSBA	20,000.00	100.00%	100.00%	0.00%	0.00
Schematic Design	180,000.00	100.00%	66.00%	34.00%	61,200.00
Additional Services	0.00				0.00
Geotech ~ Existing Site	3,750.00	100.00%	100.00%	0.00%	0.00
Geotech ~ Quaker Highway	6,750.00	100.00%	100.00%	0.00%	0.00
21E ~ Existing Site	3,000.00	100.00%	100.00%	0.00%	0.00
21E ~ Quaker Highway	3,000.00	100.00%	100.00%	0.00%	0.00
Field Soil Vapor Test ~ Both Sites	300.00	100.00%	100.00%	0.00%	0.00
Geotech Recommendations ~ Both Sites	2,000.00	100.00%	100.00%	0.00%	0.00
Hazardous Materials Survey Existing	2,000.00	100.00%	100.00%	0.00%	0.00
BSC Group-Traffic Study-FS	5,000.00	100.00%	100.00%	0.00%	0.00
Environmental Study-FS	5,700.00	100.00%	100.00%	0.00%	0.00
Environmental Study-SD	6,800.00	100.00%	50.00%	50.00%	3,400.00



**Raymond Design Associates, Inc.**

222 North Street  
Hingham, MA 02043  
781-749-5530

**Invoice**

Invoice # 782

Date 6/29/2010

Uxbridge School Building Committee  
c/o Joslin, Lesser & Associates Inc.  
Attn:Melissa Gagnon  
44 Pleasant Street  
Watertown, MA 02472

Job: Uxbridge HS FS & SD

Period Ending: 6/29/2010

Description	Fee	% Complete	Prior %	Curr %	Amount
10% Markup on Environmental Study	680.00	100.00%		100.00%	680.00
BSC Group-Traffic Study-SD	13,530.00	100.00%	100.00%	0.00%	0.00
Site Survey-General-SD	2,750.00	100.00%	82.00%	18.00%	495.00
Site Survey-Flood Plain-SD	2,750.00	100.00%	76.00%	24.00%	660.00
Reconciled Markups-10% per Contract	3,150.00	0.00%		0.00%	0.00

**Balance Due** **\$66,435.00**



INVOICE

June 28, 2010

Raymond Design Group, Inc.  
222 North Street  
Hingham, MA 02043  
Attn.: Gene Raymond

Invoice No.: 9114012 R  
Project No.: 61067.00  
Project Invoice No. 6

Project: Uxbridge High School

For professional services for the period through June 14, 2010 for the referenced project.

Task	Fee	% Complete	Earned	Previous Billing	Current Billing
3). Ecological - Feasibility Study	\$5,700.00	100.00%	\$5,700.00	\$5,700.00	\$0.00
* 4). Ecological - Schematic Design	\$6,800.00	100.00%	\$6,800.00	\$3,400.00	\$3,400.00
5). Traffic - Feasibility Study	\$5,000.00	100.00%	\$5,000.00	\$5,000.00	\$0.00
6). Traffic - Additional Services	\$12,300.00	100.00%	\$12,300.00	\$12,300.00	\$0.00
7). Site Survey- General- Wood Turtles	\$495.00	100.00%	\$495.00	\$0.00	\$495.00
8). Site Survey - Flood Plain - Wood Turtles	\$660.00	100.00%	\$660.00	\$0.00	\$660.00
Totals	\$30,955.00		\$30,955.00	\$26,400.00	\$4,555.00

TOTAL THIS INVOICE

\$4,555.00

- \* 4). Description of Services: May 15, 2010 - June 14, 2010.
  - \* Prepare Wetlands Report for Schematic Design Package.
  - \* Review MEPA thresholds and revise assessment based on current project paramters.
  - \* Coordinate and direct survey related to wood turtle issues.

**IMPORTANT NOTICE**

**Please Mail Remittance to :** BSC Group, Inc., 15 Elkins Street., Boston, MA 02127

Please include project and invoice number(s) being paid on front of check.

Tel: 617-896-4300





**Raymond Design Associates, Inc.**

222 North Street, Hingham, Massachusetts 02043

Telephone 781-749-5530

Facsimile 781-749-5531

August 3, 2010

Uxbridge School Building Committee

c/o Joslin Lesser Associates, Inc.

44 Pleasant Street

Watertown, Massachusetts 02472

**INVOICE: Uxbridge High School**  
Uxbridge, Massachusetts

<u>Fee Schedule:</u>	<u>Fee</u>	<u>% Complete</u>	<u>Amt. Earned</u>
Feasibility Study	\$120,000.00	100%	\$120,000.00
Schematic Design	\$180,000.00	100%	\$180,000.00
Design Development	\$640,000.00	20.0%	\$128,000.00
Construction Documents	\$1,115,000.00	0.0%	0.00
Bidding Phase	\$80,000.00	0.0%	0.00
Construction Phase	\$895,000.00	0.0%	0.00
Completion Phase	\$94,200.00	0.0%	0.00
Amendment #1	\$42,130.00	100%	\$42,130.00
Amendment #2	\$19,030.00	100%	\$19,030.00
Total Earned:			\$489,160.00
Less Previous Invoices:			(361,160.00)
Due This Invoice:			\$128,000.00