

MINUTES
SHERWOOD MIDDLE SCHOOL BUILDING COMMITTEE
SPRING STREET SCHOOL BUILDING COMMITTEE
July 16, 2013

Present: Mr. Fitzgerald, Mr. Cox, Dr. Sawyer, Mr. Wolohan, Mr. Morgado

Also: Mr. Queeney, Ms. Crockett, Mr. Kincaid, Mr. Driscoll

Call to order at 7:01 PM in the Media Center of the new Sherwood Middle School.

Spring Street School

Mr. Queeney is working on the closeout of the project and will have his work completed by the next meeting.

Sherwood Middle School

On a motion by Dr. Sawyer, second by Mr. Cox, the minutes of June 18, 2013, were accepted.

On a motion by Mr. Cox, second by Dr. Sawyer, the following bill schedules were approved:

LPA	\$8,175.00
Universal Environmental Consultants	\$30,405.00
School Dept FF&E	\$27,539.06
Gilbane	\$281,760.79
	\$347,879.85

Mr. Queeney reported that work remains well on schedule and all aspects of the project are working well with the exception of the setback and damage caused by the flood. Issues that arise are being dealt with in a timely manner. PMA is monitoring and documenting the repair work.

Mr. Queeney presented and reviewed Change Order #11 (CO #11). He noted that ATP 159 was a new item which involved drainage work on Orchard Street associated with the new intersection and associated paving (\$9,454). He also advised of two other developing cost items involving a drain line discovered in the area under current site construction and fencing along the playground area.

On a motion by Mr. Cox, second by Dr. Sawyer, CO #11 was approved.

Mr. Fitzgerald asked about several observations he had made around the building site involving grades, drainage and sidewalk issues. There was a general discussion of these several issues. Ms. Lizotte and Dr. Sawyer also made inquiry on railings and temperature in the stage area. It was noted that building commissioning is still ongoing which should address Ms. Lizotte's concerns. The railings will be repaired by the installer.

Mr. Fitzgerald made it clear that these issues must be cleared up before the start of school.

To that end, the Committee voted on a motion by Mr. Cox, second by Dr. Sawyer to approve the fence work with the price TBD per Mr. Queeney and to take necessary action to deal with the water weeping along the parking. The matter of the grass and sidewalk will also be studied to ascertain if any action should be taken.

Ms. Crockett advised that matters of the chairs and delamination on some desk are ongoing and are being resolved.

Ms. Crockett raised the issue of optioning for sodded rather than seeded fields since the grass on the softball field has not taken well. The consensus of the Committee was not to spend the extra money but to wait for the grass to come in stronger. Mr. Kincaid advised that all necessary actions are being taken and that Gilbane is working with the responsible subcontractor. The continued closing of the field will impact upon the physical education program which was planning to use the softball field this fall.

Mr. Kincaid presented and reviewed the Gilbane report dated July 16, 2013. There was a general discussion of progress of the project.

Mr. Kincaid presented ATP #0139 seeking \$21,028.17 to be paid from the construction contingency to fund costs associated with the loading dock investigation and repair. Mr. Kincaid advised that despite his company's best efforts no cause for the leak was identified. Normally, the cause would lead to a responsible party that would in turn fund the costs of repair. The \$21,028.17 is the result of negotiations between Gilbane and the involved sub-contractors.

Mr. Queeney provided to the Committee an excerpt from the CM at Risk contract that outlined the construction contingency provision (Section 7.2). He explained that unlike G. L. c. 149, this is a G. L. c. 149A project and the CM at Risk can recover the cost to correct defective or non-conforming work. Mr. Queeney advised that the money should be paid and that the \$21,028.17 reflects a good faith effort by Gilbane to moderate the value of the additional work through negotiations with the involved subcontractors.

On a motion by Mr. Cox, second by Dr. Sawyer, the Committee voted to approve ATP #0139 in the amount of \$21,028.17 to be paid from the construction contingency.

Meeting adjourned at 8:03 PM.

Respectfully submitted,

Daniel J. Morgado
Town Manager

Materials Referenced

Meeting notice with attachments dated July 12, 2013

Bill schedules as noted

Change Order #11

Report prepared by Gilbane dated July 16, 2013

ATP #0139

Excerpt from the CM at Risk Contract (Section 7.2)

GILBANE BUILDING COMPANY CHANGE ORDER

CO 11

CONTRACT FOR: Sherwood Middle School
OWNER: Town of Shrewsbury
ADDRESS: 100 Maple Avenue
 Shrewsbury, MA 01545

PROJECT NUMBER: 115074000
CHANGE ORDER NO: 11 (Post GMP)
DATE OF ISSUANCE: 7/15/13
SUBMITTED BY: GILBANE
 BUILDING
 COMPANY

ARCHITECT: Lamoureux Pagano Associates

CONTRACT DATED: 5/10/11
ARCHITECT PROJ NO:

The Contract changes as follows:


DESCRIPTION

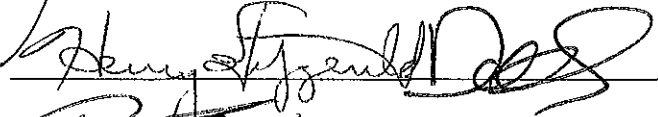
Change Order to adjust the GMP to include various Authorizations to Proceed (ATPs). See attached ATPs for description of change.


ATP Number	PCI Number	Change Request Description	Amount
ATP 155	OS-112	Additional Lockers at Corridor PR-42	\$21,222.00
ATP 156	OS-113	Additional Hold Open Devices	\$3,707.00
ATP 157	OS-73	CCD #003 - Revised Athletic Field Grading	\$62,624.00
ATP 159	OS-104	Added Drainage and Regrade at Orchard St - PR-30	\$9,454.00

Signature of the Owner indicates agreement herewith, including any adjustment in the Contract Sum or the Contract Time

The original Guaranteed Maximum Price was	34,076,286.00
Net change by previously authorized Change Orders	720,321.00
Guaranteed Maximum Price prior to this Change Order	34,796,607.00
Guaranteed Maximum Price will be increased by this Change Order in the Amount	97,007.00
The new Guaranteed Maximum Price including this Change Order will be	34,893,614.00
The Contract Time will be unchanged by	0 days
The date of Substantial Completion for construction as of the date of this Change Order therefore is	10/31/13

Architect:  Date: 7-16-13

Owner:  Date: 7/16/2013

Company:  Date: 7-16-13
 GILBANE BUILDING COMPANY

Distribution: Owner	Lamoureux Pagano Associates	GILBANE BUILDING COMPANY
CR File	CO File	Other

Memorandum



Sherwood Middle School
GBC Project #: 5074

To: **Sherwood Middle School Building Committee**
From: **Walt Kincaid – Project Manager**
CC: **Jim Driscoll – Project Executive**
Date: **July 16, 2013**
Re: **CM Report**

Construction Activity this Period

Site Work

- Completed Binder Course at Driveway and Parking Lot
- Completed Sub-grading at Athletic Field
- Commenced Under Drains and Irrigation within Athletic Field
- Commenced Curb Installation
- Commenced Loam Placement within island areas

Water Damage Restoration

- Completed drywall installation
- Commenced tape & mud seams
- Commenced paint

Key Dates/Upcoming Activities

Site Work

- Resume loam screening operation
- Commence sand installation above irrigation collector drains
- Commence sidewalk grading and installation
- Final pave (Aug 5th)

Water Damage Restoration

- Millwork contractor to mobilize on Monday 7/22
- Ceramic Tile contractor to mobilize on site

Other Business:

- Construction Payment Application #29 (period ending June) : \$ 281,760.79
- ATP 139 Loading Dock Bridge Leak Investigation and Repair
- CO #11









GILBANE BUILDING COMPANY
 Authorization To Proceed



CONTRACT FOR: Sherwood Middle School
OWNER: Town of Shrewsbury
ADDRESS: 100 Maple Avenue
 Shrewsbury, MA, 01545

PROJECT NUMBER: J05074.000
ATP NO: ATP-0139
DATE OF ISSUANCE: 02/27/2013
SUBMITTED BY: GILBANE BUILDING COMPANY

ALTERNATE TRACKING#:

ARCHITECT: Lamoureux Pagano Associates Architects,

Gilbane Building Company submits herein its request to expend funds within the current Contract Sum/Project Budget for the work as described below. Upon your approval of this request, contractor amendments and/or purchase orders will be issued for the amounts indicated. Supporting documentation is attached as listed in Attachments below. Owner authorization is for cost of the work and does not constitute a change in the Contract Sum/Project Budget or Contract Time.

DESCRIPTION: LOADING DOCK LEAK INVESTIGATION/REPAIR

Costs associated with investigation of loading dock bridge to determine source of water infiltration and reconstruction. Reference Gilbane memo, dated 2/11/13 and dollar value only of the following quotes:

Simpson Gumpertz & Heger Invoice 0144383, dated 12/28/12, and Invoice 0146129, dated 2/14/13
 Lymo Construction Quote, dated 1/30/13

D&S Quote

Chapman Invoice No 7776-02, dated 2/12/13 for T&M ticket 26445, dated 12/12/12, ticket 26446, dated 12/13/12, ticket 26447, dated 12/14/12, ticket 262838, dated 1/4/13, ticket 26283, dated 1/7/13, and ticket 27101, dated 1/25/13.

Manafort Invoice 11016-57, dated 1-17-13, for T&M ticket 79130, dated 11/29/12, ticket 79131, dated 11/29/12, ticket 79132, dated 11/30/12, ticket 79133, dated 12/3/12, ticket 79134, dated 12/24/12, ticket 79135, dated 12/26/12, and ticket 79136, dated 12/31/12.

Capital Carpet Invoice, dated 11/17/12 to T&M ticket 3675, dated 10/11/12

RJ Forbes Change Order #14, dated 1/14/13, for T&M ticket 9337, dated 1/3/13, 1/4/13, and 1/8/13

Griffin Proposal Number 63, dated 1/7/13 for T&M slip dated 12/28/12

Attachments:

Number	Description:	PCI	Change Date	Revision
00011238	memo summary of cost	IS-00073	02/27/2013	Original Version
00011266	IS 73 back up quotes with comments	IS-00073	02/27/2013	Original Version

The Following information is provided by GILBANE BUILDING COMPANY

Method of determining change in Contract:

- Guaranteed Maximum Price
 Cost Plus Fee
 Unit Price
 Lump Sum
 Other

ATP Amount

Dollar Amount: \$21,028.17

- Fixed
 Maximum
 Estimated
 Time and Material

Change In Contract Time

Time (Days): 0

- Fixed
 Maximum
 Estimated

Job	PCI No.	Description	Phase Code	SubContractor	Amount	Accept?
J05074.000	IS-00073	02A Sitework	10.02B.310000.X	Manafort Brothers Incorporated	\$16,000.00	<input type="radio"/> Yes <input type="radio"/> No
J05074.000	IS-00073	03A Concrete	10.03A.030000.F	Francis Harvey & Sons Inc	-\$12,301.88	<input type="radio"/> Yes <input type="radio"/> No
J05074.000	IS-00073	04A Masonry	10.04A.040000.E	D&S Commercial Masonry	\$2,783.31	<input type="radio"/> Yes <input type="radio"/> No

Gilbane Building Company

Gilbane Building Company
Signed: 7/16/2013 3:34:31 PM Eastern Standard Time - By: Walter J. Kincaid, Gilbane Building Company: 10.17.0.229

Katheryn Crockett(Lamoureux Pagano Associates Architects)

By: _____
Title: _____
Company: _____
Date: _____

Daniel Morgado(Town of Shrewsbury)

By: _____
Title: _____
Company: _____
Date: _____

Distribution:

Gilbane Building Company

Katheryn Crockett(Lamoureux Pagano Associates Architects)

Daniel Morgado(Town of Shrewsbury)

- therefor by insurance or otherwise.
- (c) in correcting defective or nonconforming Work, provided that such defective or nonconforming Work did not result from the fault or negligence of the Construction Manager or the Construction Manager's personnel or any Subcontractor or material supplier, and only to the extent that the cost of correcting the defective or nonconforming Work is not recoverable by the Construction Manager from third parties or the Construction Manager is not compensated by insurance or otherwise.

Any costs incurred by the CM which would otherwise be within the scope of this Subsection, but are excluded because such costs result from the fault or negligence of the CM, the CM's personnel, any Subcontractor or any other party for whom the CM is responsible, may only be charged against the Construction Contingency to the extent permitted by Paragraph 7.2.1 (e), and any such costs incurred after the Construction Contingency has been exhausted shall not be reimbursable as a Cost of the Work.

7.1.5 Miscellaneous Costs of the Work

The following costs shall be included in the Cost of the Work:

- (a) Subcontractor Bond premiums.
- (b) Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents in accordance with the General Conditions.
- (c) Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by OWNER as Costs of the Work.

7.2 Construction Contingency.

7.2.1 The term "Construction Contingency" shall mean the line item included by the CM in the GMP and the Schedule of Values that is available to cover the net amount of any additional costs resulting from unforeseen conditions and events not reasonably anticipated at the time that the CM awards a Subcontract or the parties execute the GMP Amendment, as applicable, to the extent that such conditions or events do not result in or constitute a change in the Work. Examples of such unforeseen conditions and events include, but are not limited to, the following:

- (a) minor concealed or unknown conditions encountered in the performance of the Work which are determined not to be materially different from those indicated in the Contract Documents;
- (b) unanticipated cost overruns during the CM's procurement of Subcontracts or other purchases of materials or labor costs, provided that the same are not caused by the fault, negligence, or breach of contract of the CM or any Subcontractor;
- (c) expediting or acceleration costs required to meet the Baseline CPM Schedule, as long as the same are not made necessary by the fault or negligence of the CM or any Subcontractor; and
- (d) such other unforeseen events and conditions as may be specified in the Contract Documents as chargeable to the Construction Contingency.
- (e) additional costs associated with correction of defective or non-conforming Work, or repair of damaged work, provided that the CM shall have first used commercially reasonable efforts to recover the costs of such correction through any applicable Subcontracts (including pursuing the Subcontractors' sureties), and provided that such costs did not result from the fault, negligence or breach of contract of the CM, and only to the extent that the cost of such repair is not

recoverable by the CM from others and the CM is not compensated therefor by insurance or otherwise.

After execution of the GMP Amendment, if the contract price of any subcontract as awarded is less than the amount carried for such subcontract in the GMP breakdown, the Construction Contingency shall be increased by the amount of such savings.

7.2.2 The CM shall maintain and update monthly a report describing each item that has been funded from the Construction Contingency and each item for which the CM has requested funding from the Construction Contingency, that is pending with the OWNER.

7.2.3 Costs authorized to be reimbursed from the Construction Contingency by Paragraph 7.2.1 shall be paid to the CM as Cost of the Work only if and to the extent reasonably approved by OWNER. The Construction Contingency shall be reduced by the additions to the Cost of the Work resulting from the use of the Construction Contingency as authorized by Paragraph 7.2.1. In the event the CM demonstrates that it has incurred or is about to incur additional costs for unforeseen conditions or events that fall within the parameters of subparagraphs (a) through (e) of Paragraph 7.2.1, the CM shall be entitled to be paid for such costs from the Construction Contingency.

7.2.4 Contingency Balance. If, at the time OWNER issues the final payment to the CM pursuant to Article VIII of the General Conditions of the Contract, there is a balance in the Construction Contingency, such balance shall be the sole property of the OWNER.

7.3 Non-Compensable Costs. Neither the Cost of the Work nor the General Conditions Costs shall include compensation for any of the items set forth below:

- (a) Salaries, bonuses and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal offices, or other offices, except the site office for this Project.
- (b) Expenses of the Construction Manager's principal offices, site office or other offices, except the site office for this Project (including, without limitation, in-house computer costs, mail, overnight, fax, reproduction, cellular telephone, local travel and other costs of doing business, services, and related expenses to maintain such offices).
- (c) Overhead and general expenses of any kind, including but not limited to office or fabrication shop overhead and drafting, other than the items covered by the General Conditions Amount.
- (d) The CM's capital expenses, including interest on the CM's capital employed for the Work.
- (e) Costs of machinery and equipment owned or rented by the CM, except as specifically provided in the Contract and approved by the OWNER.
- (f) Costs incurred due to the fault, negligence or breach of contract of the CM, Subcontractors, anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable, including, but not limited to, death or injury to person or damage to property, the correction of damaged, defective or nonconforming Work, disposal and replacement of materials and equipment incorrectly ordered or supplied, unanticipated cost overruns incurred by the CM in the procurement of Subcontracts, materials or labor, and making good damage to property not forming part of the Work, except: (i) to the extent reimbursement is received through the recovery of insurance proceeds, or (ii) to the extent such items may be charged to the Construction Contingency with the approval of the OWNER pursuant to Paragraph 7.2.1(e).
- (g) Cost for purchase and maintenance of tools, materials, supplies and facilities not consumed



Town of Shrewsbury

MASSACHUSETTS 01545-5398

July 12, 2013

To: Sherwood Middle School Building Committee
Spring Street Building Committee
From: Daniel J. Morgado
Re: Next Meeting

The next meeting of the Committees will be **Tuesday, July 16, 2013, at 7:00 PM in the the conference room of the new Sherwood Middle School** to consider the following agenda:

AGENDA

1. Call to Order
2. Accept minutes of June 18, 2013
3. Act on bill schedule(s)

As Necessary

4. Report from PMA Consultants - Owner's Project Manager
 - a. Water Damage
5. Report from Lamoureux Pagano Associates
6. Report from Gilbane Building Company (GBC) - CM at Risk Firm
7. Building Committee action as necessary
 - a. Act on Bid Awards on Bid Packages (as necessary)
 - b. Act on Construction Change Authorizations (as necessary)
 - c. Act on Budget Expense Authorizations (as necessary)
 - d. Act on Allowance Expense Authorizations (as necessary)
 - e. Act on Contingency Expense Authorizations (as necessary)
8. Other business
9. Adjourn

Reference materials

June 18, 2013

Bill schedules as available

Cc Sherwood Middle School Project Email Distribution List

MINUTES
SHERWOOD MIDDLE SCHOOL BUILDING COMMITTEE
June 18, 2013

Present: Mr. Fitzgerald, Mr. Cox, Dr. Sawyer, Ms. Canzano, Mr. Morgado

Also: Mr. Queeney, Ms. Crockett, Mr. Kincaid, Mr. Driscoll, Mr. Naber

Call to order at 7:05 PM in the Conference Room of the new Sherwood Middle School.

On a motion by Ms. Canzano, second by Mr. Cox, the minutes of May 21 & May 31, 2013, were accepted.

On a motion by Ms. Canzano, second by Mr. Cox, the following bill schedules were approved:

PMA	26,000.00
Wakefield Moving & Storage	\$3,847.58
Gilbane	\$565,921.20
LPA	\$7,800.00
Gilbane	\$65,423.07
	\$668,991.85

Mr. Queeney reported that work remains well on schedule and all aspects of the project are working well with the exception of the setback and damage caused by the flood. Issues that arise are being dealt with in a timely manner.

Mr. Queeney presented and reviewed his summary of expenditures of contingencies and allowances dated June 18, 2013. After discussion and on a motion by Dr. Sawyer, second by Mr. Cox, the Committee voted to approve a BEA totaling \$5,362. Also shown were \$63,931 in CCA's reviewed and approved at a previous meeting that was shown for the first time on the summary.

Pricing will be sought to correct a small drainage issue in the front of the building. The issue of the stop sign and line painting was also reviewed once again.

Mr. Fitzgerald reported on his discussions with Mr. Ryan.

Ms. Crockett advised that matters of the chairs and delamination on some desk are ongoing and are being resolved.

Mr. Kincaid presented and reviewed the Gilbane report dated June 18, 2013. Mr. Kincaid offered his apologies for the water incident that caused so much damage. Pricing is being sought for the repairs and some work may begin on Monday with most completed by July 31st. Mr. Naber reported on the actions being taken on the insurance and recovery side of the incident. Liberty Mutual is still investigating the matter and has reached no conclusion. Gilbane will be

using Mark Winslow of their staff to oversee compliance issues. The Town will be using Dennis St Jean of ATC. The original sub-contractors and tradesmen will be used to effect repairs

The formal meeting adjourned at 7:40 PM and the Committee then toured the building.

Respectfully submitted,

Daniel J. Morgado
Town Manager

Materials Referenced

Meeting notice with attachments dated June 14, 2013

Bill schedules as noted

Summary of Expenditures of Contingencies and Allowances dated June 18, 2013

Report prepared by Gilbane dated June 18, 2013