

WELLINGTON SCHOOL BUILDING COMMITTEE
MINUTES
February 29, 2012
School Administration Building Conference Room
7:30 AM

Meeting #148

Committee Members Attending: Joe Barrell, John Bowe, Patricia Brusch, Laurie Graham, Mark Haley, Bill Lovallo, Heidi Sawyer, Eric Smith

Liaisons Attending: Donna Pini

Skanska: Dan Lanneville

PMA - Owner's Project Manager (OPM) Attending: Sean Burke

Member of the Public: Susan Carey

Clerk: Chris Kochem

Mark Haley, Chair, called the meeting to order at 7:35 a.m.

Change Orders

Bill Lovallo introduced Change Order Requests (all COR's are out of scope, all CEA's are in scope).

- CEA 004A for \$4,622 - to add metal angle to bridge compressible filler at base of exterior sheathing. *Pat Brusch made a motion to approve, Eric Smith seconded the motion, and it was unanimously approved.*
- CEA 058 for \$2,169 - for lintel angle modifications for four window sill infills at cafeteria west elevation. *Pat Brusch made a motion to approve, Eric Smith seconded the motion, and it was unanimously approved.*
- CEA 059 for \$1,362 - for toilet partition door and pilaster modifications at toilet room 137. *Pat Brusch made a motion to approve, Eric Smith seconded the motion, and it was unanimously approved.*
- CEA 060 for \$1,800 - for marker and tack board adjustments after fabrication. *Pat Brusch made a motion to approve, Eric Smith seconded the motion, and it was unanimously approved.*
- CEA 061 for \$5,044 - for structural steel weld painted in exposed conditions. *Pat Brusch made a motion to approve, Eric Smith seconded the motion, and it was unanimously approved.*
- CEA 062 for \$6,246 - for drywall changes to conceal exposed piping. *Pat Brusch made a motion to approve, Eric Smith seconded the motion, and it was unanimously approved.*
- CEA 063 for \$15,182 - to fabricate and install main entrance bench support steel frames. Dan Lanneville noted that the cost was covered in the GMP but not out by an sub contractor. *Pat Brusch made a motion to approve, Eric Smith seconded the motion, and it was unanimously approved.*
- CEA 072 for \$7,381 by Bul 165 - to add layer of drywall to cover exposed steel framing in lobby. *Pat Brusch made a motion to approve, Eric Smith seconded the motion, and it was*

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unanimously approved.

- CEA 073 for \$11,869 by Bul 12 - for exterior railing buy out not included in GMP. *Pat Brusch made a motion to approve, Eric Smith seconded the motion, and it was unanimously approved.*
- COR 219 for \$7,882 by Bul 31F - for premium time for work on roof from Titan and Watertown Iron Works. *Pat Brusch made a motion to approve, Eric Smith seconded the motion, and it was unanimously approved.*
- COR 223 for \$15,022 by RFI 373 - for modifications to slab edges at NE and SW main stairs. *Pat Brusch made a motion to approve, Eric Smith seconded the motion, and it was unanimously approved.*
- COR 239 for \$1,590 by Bul 194 - for additional pickets to base of main stair handrail. *Pat Brusch made a motion to approve, Eric Smith seconded the motion, and it was unanimously approved.*

Skanska - Requisition #23

Bill Lovallo presented the requisition from Skanska. He said that Diane Ozelius of JLA has gone through the punch list and has an understanding of what is left on the job and has monetized what is left to be completed. In addition to that, Sean Burke of PMA is working on a 'work to complete' document to make sure that all of the MSBA funding will continue. Mr. Burke still has a couple of concerns, one of which is the release of the lien waivers.

Regarding NB Kenny, Sean Burke recommends that the Building Committee holds sufficient funds to cover all costs associated with the RTU adjustment. Dan Lanneville said he would refer to the REA [Request for Equitable Adjustment] for costs. He has an item called rooftop design errors and omissions. The RTU relocation estimate is \$100K and includes the RTU relocation, the screen wall, crane, plus \$23K for Skanska.

Regarding Century, Sean Burke recommended that the WBC withhold enough hours times their rate to allow for finishing the ipe work on the outside of the building.

Sean Burke said that, if Skanska is starting to release retainage payments, then you contractually have to have a conditional lien waiver from every subcontractor in place. Mr. Lanneville explained that Skanska's policy is, in exchange for payment, the contractor signs a document stating that they have no claims against the project and that they will not file a lien against the project.

Sean Burke said that the lien waiver for each subcontractor should be part of the requisition package.

Sean Burke said that there are three contractors who are at 100% payment and a couple of contractors who are at 99%.

There was agreement for the WBC to vote on the requisition and have Skanska provide lien waiver forms from all the subs billed at 100 percent and make sure that these forms are completed and submitted to Donna Pini prior to releasing the check.

Dan Lanneville said that the WBC has lien waivers from every payment through this current one. He says he can't sign the form ahead of payment except prior to the last payment.

Mr. Lanneville said that a contractor is not given a payment until the contractor signs the waiver of lien. For the three contractors that will be getting final payment, he will provide the three final waivers before he pays those contractors.

Sean Burke said that he thinks that the WBC should have the lien waivers in place before providing final payment to sub contractors.

Sean Burke left the meeting at 8:30 a.m.

Bill Lovallo asked Dan Lanneville to institute a policy of final release from each subcontractor. Dan Lanneville agreed to do so. Mr. Lanneville said that, each month, he obtains an interim waiver from each subcontractors. When it is the subcontractor's last month, he gets the final, unconditional waiver.

Pat Brusch made a motion to approve Skanska's Requisition #23 in the amount of \$854,631.36, subject to obtaining final lien waivers for the three subcontractors (Long Island Fire Door, Dragin Geothermal, Highpoint Interiors); the payment is to be held by Donna Pini until the three subcontractors have signed and provided their respective release of liens. Eric Smith seconded the motion and it was unanimously approved.

Dan Lanneville provided the letter requested by Frank Martin of the Belmont Town Accountant's Office, providing confirmation from Skanska regarding the total project cost.

Invoices

John Bowe presented the invoices.

1. **Arlmont Word Processing Services** for secretarial services in January 2012. *Pat Brusch made a motion to approve payment of \$275.00. The motion was seconded by Eric Smith and unanimously approved.*
2. **Christopher Perron** for installation and configuration of workstation, to be paid from the IT budget. *Pat Brusch made a motion to approve payment of \$1,500.00. The motion was seconded by Eric Smith and unanimously approved.*
3. **LCN Division of Edward G. Sawyer, Inc.** for IT items, to be paid from the IT budget. *Pat Brusch made a motion to approve payment of \$4,352.50. The motion was seconded by Eric Smith and unanimously approved.*
4. **NEC Corporation of America** for IT items, to be paid from the IT budget. *Pat Brusch made a motion to approve payment of \$512.00. The motion was seconded by Eric Smith and unanimously approved.*
5. **NEC Corporation of America** for telephone equipment, to be paid from the IT budget. *Pat Brusch made a motion to approve payments of \$5,108.71 and \$14,741.27. The motion was seconded by Eric Smith and unanimously approved.*
6. **Energy Economics, Inc.** to review RTU-3. *Pat Brusch made a motion to approve payment of \$320.00. The motion was seconded by Eric Smith and unanimously approved.*
7. **Boston Kiln Sales & Service** to install a kiln downdraft vent system. *Pat Brusch made a motion to approve payment of \$1,160.00. The motion was seconded by Eric Smith and unanimously approved.*
8. **Morrissey, Hawkins & Lynch** for legal services for January 2012. *Pat Brusch made a motion to approve payment of \$877.50. The motion was seconded by Eric Smith and unanimously approved.*
9. **James W. Flett Co., Inc.** for jersey barriers, to cut and cap utilities, and to remove utilities; to be paid from the relocation budget. *Pat Brusch made a motion to approve payment of \$5,069.62. The motion was seconded by Eric Smith and unanimously approved.*
10. **James W. Flett Co., Inc.** for jersey barriers, to cut and cap utilities, and to remove utilities; to be paid from the LABBB budget. *Pat Brusch made a motion to approve payment of \$3,965.08.*

The motion was seconded by Eric Smith and unanimously approved.

11. **Pro Fence Co., Inc.** for additional fencing at the Wellington School loading dock. *Pat Brusch made a motion to approve payment of \$1,940.00. The motion was seconded by Eric Smith and unanimously approved.*

Donna Pini left the meeting at 8:55 a.m.

Owner's Void List

COR 233/Bul 192 – for \$47,745 to provide new shades for 202 lower windows - waiting on this change order as other options are considered. No action taken as of yet.

COR 234 – for \$55,335 for added costs to complete Type C fins. Bill Lovallo said the cost of labor to complete the vertical fins at the entrance doorways will be about \$200,000 total; this project would be completed in the summer of 2012. Mr. Lovallo believes this work can be completed for less than \$200K if it is not done as part of the project. The WBC is holding the money for paying the contractor. Mrs. Brusch suggested that another option is to take the vertical fins off and not have them. Mr. Lovallo said that, if you take the vertical fins off, you have to take the horizontal trellis off or resupport it in another manner. Mr. Haley said that it is worth considering going out to bid to see if the project can be completed at less cost. No action was taken on this change order.

COR 236 - for \$13,653 – removal of glass display cases in the lobby and modifications to remaining case work. No action was taken – Mark Haley will work with Amy Wagner and Heidi Sawyer regarding this item.

COR 230 – for a credit of \$4,800 to leave the lobby floor finish as is due to improper floor sealing. The School Department will review and advise the WBC about this COR as the proposed credit will be passed on to School Department.

Second Floor Railing

Amy Wagner showed a sample of the mockup of the railing that is proposed to be placed above the glass panels on the second floor. Skanska will proceed with the pricing for this change once the architect prepares the Bulletin.

RTU #3 – Bill Lovallo gave a summary of the Planning Board meeting that took place on February 28. The Planning Board approved the move (slight shift) of RTU-3. Mrs. Brusch reported that there were no objections from neighbors regarding the move of RTU-3. Bill Lovallo instructed Dan Lanneville of Skanska to obtain the necessary information from Jonathan Levi to proceed with the RTU-3 move.

The WBC can install screening for testing purposes but the Planning Board will have to approve its final placement.

Acentech Proposal

Bill Lovallo discussed the Acentech proposal from Bob Behrens for acoustical consulting services for \$10,000 to do studies, both numerical and onsite, with data. Mr. Behrens will propose some options to the group. Bill Lovallo noted that, at the Planning Board meeting, there was a commitment to have a second, independent review by Cavanaugh Tocci of the scope of the project.

Bill Lovallo asked for approval of the Acentech proposal with release on a step by step basis, with Steps 1 and 2 to proceed immediately. *Pat Brusch made a motion to approve the proposal for \$10,000*

from Acentech with the release of steps 1 and 2. Heidi Sawyer seconded the motion and it was unanimously approved.

Miscellaneous

Heidi Sawyer asked if the panels under the sinks in the classrooms had ever received their second coat of paint.

Heidi Sawyer made a motion to adjourn the meeting at 9:25 a.m. The motion was seconded by Pat Brusch and unanimously approved.

Respectfully submitted,

A handwritten signature in black ink that reads "Mark Haley". The signature is written in a cursive style with a large, looped "H" and a stylized "y".

Mark Haley
Chair

17 February 2012

Mr. William Lovallo
Wellington Building Committee
Town of Belmont
121 Orchard Street
Belmont, MA 02478

Subject: Wellington School - Neighborhood Noise Issues
Proposal for Acoustical Consulting Services
Acentech Reference: P621970a - rsb - WBC-WellingtonHVAC.docx

Dear Bill:

As a result of community concern with noise produced from mechanical equipment on the roof of the new Roger Wellington School, the Wellington Building Committee has asked us to begin an investigation into measures that might be taken to reduce the overall levels of noise emitted to the neighborhood. As we've discussed, I see this as involving some initial survey/questionnaire work with neighbors living close to the school, to establish just where the noise issues are most acute; this would be followed up by a fairly in-depth noise measurement program both to quantify the levels of noise propagated out various locations in the community, as well as to identify specifically which rooftop units are likely the source(s) of the problem. From there, we can begin to develop a detailed strategy for implementing a noise mitigation program, likely to include both modifications to the noise barrier screenwalls around the units and, potentially, operational and hardware changes to the Wellington equipment itself.

This letter should serve to outline a scope for the work necessary to address the issues.

SCOPE OF WORK

- 1) Working with the Wellington Building Committee (WBC), we will prepare a map of the Wellington neighborhood to be circulated to nearby neighbors, and solicit input as to where it may be most appropriate to measure/monitor noise from the Wellington HVAC equipment. I anticipate that the study area will encompass residences along Orchard Street, Glendale Road, and possibly Fairmont Street, as far west as Common Street and east to Goden; also the study area should also include residences along School Street and upper portions of Cottage, Myrtle, and Goden Streets.
- 2) Working with personnel from the Belmont School Department's Facilities group, we will establish a protocol for testing "worst case" noise emissions from the HVAC equipment on the roof of the Wellington School; this will be followed up with the actual acoustical measurements agreed upon. I expect that the testing will include noise level measurements made up close to individual pieces of rooftop equipment, from more remote locations on the roof of the Wellington School, and from a number of outdoor locations identified from the survey above. As a number of residents have mentioned that their concerns are the noise received from upper bedroom windows, we will be prepared to measure outdoor noise levels at second-story elevations.

TERMS AND CONDITIONS

Acentech

Acentech Incorporated (Acentech) will perform the services specified in the Scope of Services contained in this proposal in accordance with the following terms and conditions.

A. COMPENSATION

Client will compensate Acentech on a time-and-materials OR fixed price basis as specified in Acentech's proposal letter.

1. Time and Materials

- a. *Best Efforts:* Acentech will use its best reasonable efforts to complete the Scope of Services within the estimated price specified in its proposal. Acentech will not continue performance or incur obligations beyond the estimated price without Client's authorization of additional funds to cover such continued performance.
- b. *Professional Staff:* Acentech will furnish the services of its employees at its standard hourly rate for such employees at the time services are provided. Hours in excess of eight per day will be charged at the standard hourly rate without premium.
- c. *Other Services and Cost:* Expenses incurred by Acentech that are necessary for the completion of the Scope of Services, including travel and subsistence and other supplies and services obtained from third parties, are reimbursable at Acentech's cost plus a 10% administrative handling charge. Other services provided by Acentech including instrumentation usage and document reproduction are billed at Acentech's standard commercial rates. All applicable sales and use taxes and custom duties will be charged in addition.

2. Fixed Price

- a. *Services Specified:* Acentech will deliver the services specified in the Scope of Services on a fixed price basis. If the fixed price is specified to include only professional services, expenses will be billed in accordance with paragraph A.1 (c) above. All applicable sales and use taxes and custom duties will be charged in addition.
- b. *Additional Services:* Services outside our proposed Scope of Services shall be considered Additional Services. Unless otherwise agreed, Client shall pay for Additional Services on a time-and-materials basis as outlined in paragraph A.1 above.

3. Payments

Invoices for time-and-materials agreements are rendered based on professional staff services and associated expenses furnished by Acentech. Invoices for fixed price agreements are rendered monthly based on a percent-of-completion basis unless a schedule of payment is otherwise agreed upon. Invoices are payable on receipt.

B. OWNERSHIP OF DOCUMENTS

Drawings and other documents prepared by Acentech under this Agreement which are delivered to Client shall be the property of the Client. Acentech may retain copies for information and reference. Client shall not make changes in drawings and specifications prepared by Acentech without Acentech's prior written authorization.

C. INSURANCE AND LIMITATIONS OF LIABILITY

Acentech shall indemnify Client for direct damages resulting from negligent acts or negligent omissions by Acentech in performance of its work hereunder. Acentech carries Worker's Compensation and Employer's Liability Insurance, Comprehensive General Liability Insurance, and Automobile Liability Insurance. ACENTECH SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL ACENTECH'S LIABILITY FOR DAMAGES FOR ANY REASON IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR OTHERWISE EXCEED THE GREATER OF \$25,000 OR TWO TIMES THE PRICE OF THE SERVICES PROVIDED BY ACENTECH UNDER THIS AGREEMENT.

D. UNFORESEEN CIRCUMSTANCES

Acentech shall not be in default of its obligations to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited, to acts of God, delays in delivery by vendors, and strikes or other labor disturbances.

E. TERMINATION

Either party may terminate this Agreement in whole or in part at any time by written notice to the other; such notice is effective upon receipt. In the event of such termination, Acentech shall be compensated in accordance with this Agreement for the services rendered and expenses incurred or committed to prior to the effective date of notice of termination.

F. GENERAL

1. This Agreement, including any appendices attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether oral or written, between the parties with respect to such subject matter. Different or additional terms contained in documents supplied by Client shall not apply. This Agreement may be modified only by written agreement of Client and Acentech and is binding on their respective successors and assigns.
2. Interpretation, construction and enforcement of this Agreement shall be pursuant to the laws, statutes, and regulations of the Commonwealth of Massachusetts.
3. The rights and obligations of paragraph B, C, and F shall survive the completion or termination of this Agreement.