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APPROVED  
11/14/2012  
WBC

WELLINGTON SCHOOL BUILDING COMMITTEE  
MINUTES  
September 26, 2012  
School Administration Building Conference Room  
7:30 AM

**Meeting #158**

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

Liaisons Attending: Donna Pini, Amy Wagner

Clerk: Chris Kochem

*Mark Haley, Chair, called the meeting to order at 7:40 a.m.*

**Invoices**

John Bowe presented the invoices for approval.

1. **Arlmont Word Processing Services** for secretarial services. *Pat Brusch made a motion to approve payment of \$100.00 (July 2012) and \$150.00 (August 2012). The motion was seconded by Eric Smith and unanimously approved.*
2. **Dell Marketing L.P.** for computers, to be paid from the IT budget. *Pat Brusch made a motion to approve payment of \$13,426.80. The motion was seconded by Eric Smith and unanimously approved.*
3. **Morrissey, Hawkins & Lynch** for legal services for August 2012. *Eric Smith made a motion to approve payment of \$525.00. The motion was seconded by Pat Brusch and unanimously approved.*
4. **W.B. Mason** for a man lift. *Pat Brusch made a motion to approve payment of \$14,729.00. The motion was seconded by Eric Smith and unanimously approved.*

Bill Lovallo joined the meeting at 7:45 a.m.

*Bill Lovallo reported that Skanska has not yet provided their requisition.*

**REA (Request for Equitable Adjustment)**

Eric Smith summarized the Request for Equitable Adjustment. In June 2012, the WBC entered into a memorandum of agreement with Skanska, and the WBC and Skanska have since gone back and forth with drafts of the contract amendment. The key issues were indemnity, releases, and warranty dates.

In the REA, the WBC will receive indemnity from Skanska for any direct payment claims and Skanska has withdrawn their demand for indemnity from JLA. There are releases for past and present claims except those for work to be done as set forth in the amendment and Exhibits 1 and 4. Warranty inception dates as agreed are set forth in Exhibit 3.

The attachments to the final document titled "Contract Amendment to Owner - Construction Manager Agreement for Roger Wellington Elementary School" are:

- Exhibit 1 - components of global settlement (from the June memorandum)
- Exhibit 2 - certificate of substantial completion

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- Exhibit 3 - inception dates for warranty items, (attached to it will be exhibit 5)

In addition, the following items will be attached to the Contract Amendment:

- Exhibit 4 – the punch list from June
- Exhibit 5 - this exhibit will be attached to Exhibit 3 and is the remaining punch list for \$391,600 (architect's monetized value).

Discussion of issues:

- Freezer – the warranty has been extended. The warmer/cooler doors do not operate properly. Freezer door is not working properly. Committee will take action if needed to address the bigger issue of the functionality of the freezer.
- Walk off mats are becoming uneven. Problem with lights in the core area and lenses have to be replaced. Breakers for lights should be checked.
- Lockheed has more work to do. Century has to do work. Watertown Ironworks has to install the steel frame extension for the screen wall at RTU #3.
- Lobby floor has about 15% of the floor area remaining to be stripped one final time.
- Roof screen – Orchard Street side was done – lowering the screen to 3 inches above the roof and filled in the large opening towards Orchard Street.

Eric Smith noted that, 90 days from the issuance of the certificate of substantial completion, Skanska is to complete the Wellington project.

Mr. Smith recommended approval of the Contract Amendment. He said that the Contract Amendment is a compromise for Skanska and the WBC. It brings a lot of issues to closure and provides a framework to bring the project to closure. Also, Skanska will indemnify against any future direct claims. Committee members agreed with Mr. Smith's recommendation.

*Eric Smith made a motion to approve the Contract Amendment to the Owner-Construction Manager Agreement for the Roger Wellington School. Pat Bruschi seconded the motion and it was unanimously approved.*

*Eric Smith made a motion to approve the PCCO #11, reflecting the Contract Amendment that was approved above and including the amount of \$400,000. Motion was seconded by Pat Bruschi and unanimously approved.*

### **Tennis Courts**

Mark Haley asked about the tennis courts. It was hoped that the repairs to the two westerly tennis courts could be done this fall because, otherwise, the courts will not be ready for spring use. There was agreement that the estimated cost of the project requires that this job be bid and the new goal is to have the courts repaired in May/June of 2013. Mr. Haley will contact a design firm to assemble bid documents for the resurfacing of the two courts.

### **MSBA**

Mark Haley reported that the MSBA had sent a letter about the need to set up a meeting regarding change orders 1 through 9. They are only recognizing \$500K of \$2M in project change orders. Mr. Haley will set up a meeting with Sean Burke of PMA.

### **DCAM Review**

Bill Lovallo reported that the town of Belmont received a request from Annese Electrical Services to provide their DCAM review. Upon discussion it was agreed that this request did not require action

from the Town or the WBC.

Fred Domenici joined the meeting at 8:35 a.m.

### **Lobby Floor**

Bill Lovallo reported that the floor is 85% done and the floor will be completed on an available Saturday. Heidi Sawyer said that the floor looks better. The real test will be to see how the floor performs after it has rained.

Mr. Lovallo said they would like Skanska to fully complete the lobby floors. After that, Fred Domenici is researching the types of finish to put on the floor so that it has a luster but is still slip resistant. They want to be careful to be sure that they make a selection that is able to be maintained.

### **Filters**

Mr. Lovallo reported that the maintenance staff has to had to change the filters on the RTU's more frequently than the manufacturer recommends. Mr. Domenici arranged to have the filters analyzed and the predominant dust that was found in the filters is of a mineral composition, which is from construction building products. The report seems to suggest that the Wellington was turned over to the Town at a level of cleanliness that was a detriment to the air filtering system. It will be approximately \$50,000 to clean the ducts and RTU's.

Heidi Sawyer said that the punch list stated that the light shelves were dirty and it was agreed that the light shelves should be cleaned before any ductwork is cleaned. Mr. Domenici reported that they have changed the filters three times and will soon begin a fourth time. Once the ducts are cleaned, the filters will need to be changed less often. This is a maintenance issue because it's very important to protect the energy recovery wheels, which are costly to replace.

There will be more discussion about this issue at the next WBC meeting.

Fred Domenici left the meeting at 8:57 a.m.

### **Approval of Minutes**

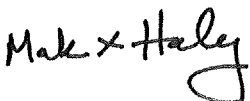
*Subcommittee minutes* – May 14, 2012, May 16, 2012, July 31, 2012. Pat Brusch moved to approve the Closeout Subcommittee minutes of May 14, May 16, and July 31. Eric Smith seconded the motion and it was unanimously approved by members of the Closeout Subcommittee.

*WBC minutes* – May 23, 2012, June 6, 2012, June 13, 2012, June 20, 2012, July 18, 2012, August 15, 2012. Pat Brusch moved to approve the WBC minutes of May 23, June 6, June 13, June 20, July 18, August 15. John Bowe seconded the motion and it was unanimously approved.

The next WBC meeting will be is October 17, 2012

*Mark Haley made a motion to adjourn the meeting at 9:15 a.m. The motion was seconded by Pat Brusch and unanimously approved.*

Respectfully submitted,

A handwritten signature in black ink that reads "Mark x Haley". The signature is stylized, with a large 'H' and a small 'x' between the first and last names.

Mark Haley  
Chair

PRIME CONTRACT CHANGE ORDER

7/21/12

*[Handwritten signature]*

PROJECT: **Roger Wellington School**

CHANGE ORDER NUMBER: 011

DATE: 7/25/2012

TO

OWNER:

**Town of Belmont**

455 Concord Avenue

Belmont, MA 02478

PROJECT NO. 1310010-000

CONTRACT DATE: 2/12/2010

CONTRACT FOR: General Construction

The contract is changed as follows:

Description	Amount
Adjustment regarding scope and other outstanding issues in accordance with the Contract Amendment attached hereto including Exhibits 1 through 4	\$400,000.00
TOTAL AMOUNT OF THIS CHANGE ORDER .....	\$400,000.00

**Not valid until signed by the Owner and Construction Manager.**

The original Contract Sum or Guaranteed Maximum Price was:	\$28,037,002.00
Net change by previously authorized Change Orders:	\$1,724,561.49
The Contract Sum or Guaranteed Maximum Price will be increased by the amount of:	\$400,000.00
The new Contract Sum or Guaranteed Maximum Price including this Change Order will be:	\$30,161,563.49
The original Substantial Completion Date was:.....	July 1, 2011
The new Substantial Completion Date including this Change Order is:.....	September 7, 2011

ARCHITECT  
**Jonathan Levi Architects**  
266 Beacon Street  
Boston, MA 02116

CONSTRUCTION MANAGER  
**Skanska USA Building Inc.**  
253 Summer Street  
Boston, MA 02110

OWNER  
**Town of Belmont**  
455 Concord Avenue  
Belmont, MA 02478

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**CONTRACT AMENDMENT  
TO OWNER – CONSTRUCTION MANAGER AGREEMENT  
FOR  
ROGER WELLINGTON ELEMENTARY SCHOOL**

This Amendment shall modify the Agreement dated 02/12/10 between the Town of Belmont by its Wellington School Building Committee (Owner) and Skanska USA Building Inc. (Construction Manager), for construction of the Wellington Elementary School (the Project). This Amendment shall also serve as the Notice to Proceed (NTP) for Construction Manager to perform a final phase of construction services (Change Order Work). This Amendment supersedes the Memorandum of Understanding dated 06/20/12 and any and all previous agreements regarding the resolution of all outstanding claims and issues.

**ARTICLE I  
CONTRACT VALUE**

The Construction Manager's price for this additional work is **Four Hundred Thousand Dollars (\$400,000)**. This price includes final settlement of all changes, backcharges, and claims between Owner and Construction Manager and incorporates certain change order work all as set forth in the following pages of this Amendment and the "Components of Global Settlement" worksheet dated June 20, 2012 attached (Exhibit 1).

It is further agreed as a part of this Amendment, that Construction Manager will be entitled to retain and will be paid the value of the Construction Contingency that remains after the previously approved Contingency Expenditure Authorizations (CEAs). The Construction Contingency value established in the GMP was \$500,697.

**ARTICLE II  
CONTRACT TIME**

The Contract date of Substantial Completion for the Project is hereby revised to September 7, 2011, the date on which the Town occupied the building. It is further agreed that this date of Substantial Completion was achieved timely by Construction Manager and that, as such, damages (liquidated or otherwise) shall not be assessed against Construction Manager by Owner. The parties agree to execute, and the Owner agrees to cause the Architect to execute, a Certificate of Substantial Completion in the form attached as Exhibit 2.

**ARTICLE III  
SETTLEMENT AND RELEASE OF ALL CLAIMS**

This Amendment represents full and final settlement and release of all past or present claims between the Construction Manager and the Owner of any kind, character, or description whatsoever, including, without limitation, those set forth in Exhibit 1 attached. To clarify, included in this contract amendment

is the RTU relocation and screen wall changes (options 1 and 2) set forth on Exhibit 1. Should the Owner direct the Construction Manager to perform any future acoustical RTU modifications, the Owner shall issue to the Construction Manager, prior to commencement of such additional Work, a Change Order along with complete design information for such Work. Subject to the above, the execution of this Amendment shall constitute a general release of all past or present claims between the Construction Manager and the Owner except for work provided for in Exhibits 1 and 4 and in this Amendment. In addition:

Construction Manager agrees to defend, indemnify and hold harmless the Owner from any and all claims for direct payment arising out of the construction of the Work on the Project (with the exception of the future acoustical RTU modifications referenced above) asserted by the Construction Manager's subcontractors. Owner's rights under Article XV of the General Conditions of the 02/12/10 Agreement are not affected by this Amendment.

This Amendment incorporates the Change Order Work as outlined in Exhibit 1 attached including management of this work by Construction Manager's staff.

Construction Manager hereby extends the warranty on certain items of work as outlined in Exhibit 3 attached. The warranty commencement date for all items of Work shall be September 7, 2011, except as otherwise noted on Exhibit 3. Nothing in this Amendment shall release warranty claims for any work.

Subject to any deductions for valid direct payment claims, Construction Manager shall bill and be paid for \$204,000 of the \$400,000 in this Amendment in its next requisition (Application #25), leaving \$196,000 for the Change Order Work to be performed pursuant to this Amendment and Construction Manager management of that Work. In addition Construction Manager shall bill and be paid for the balance of the Construction Contingency in Application #25.

Construction Manager shall refinish the main corridor colored concrete interior floors with a product and in a manner mutually agreed among Owner, Construction Manager and the School Department.

Construction Manager shall complete all remaining punchlist items set forth in Exhibit 4, Agreed Upon Punchlist Items (monetized)

All work listed on Exhibits 1 and 4 and the refinishing of the floor listed above shall be completed in accordance with the Certificate of Substantial Completion.

Except as expressly set forth in this Amendment, the 02/12/10 Agreement remains in full force and effect.

Attachments:

- Exhibit 1 Components of Global Settlement Worksheet
- Exhibit 2 Certificate of Substantial Completion
- Exhibit 3 List of Extended Warranties
- Exhibit 4 Agreed Upon Punchlist Items (monetized)

Signatures next page

# EXHIBIT 1

Wellington Elementary School  
Components of Global Settlement  
6/20/2012

Compensation Items	Agreed upon Settlement	Subtotal	Settlement Notes
REA	\$ 383,000		
RTU#3 Relocation (incl. screen work)	\$ 75,000		
Elevator Operator for Owner Furniture Move	\$ 8,000		Work assumes relocation of screen is not required (access panel to be installed)
<b>Subtotal:</b>		\$ 466,000	
Changes to be Completed			
Changes to Gym Walkway/Drain	\$ 5,000		Area Drain in grass tied into line along gym (req. cutting/repl. concrete walk)
Added Area Drains at School Street Lawn	\$ 5,000		Lack of positive slope away from building, in addition to gym drain above, tie into same line
Music Room Doors (Bulletin 187)	\$ 15,000		Card access/electrified hardware not required
Gym/Café Doors/Amy Lock	\$ 15,000		
South Screen at MAU/HV Units & Low Skirting (Option 1&2)	\$ 25,000		Includes work at MAU/HV and at bottom of south screen at 3 sides
Window Screen Modifications	\$ 40,000		
Condensate Drain Wall patches	\$ 5,000		
Roof Screen Door Hardware (Bulletin 196)	\$ 15,000		
Bathroom Grab Bars	\$ 2,000		
DCUC1 Unit Relocation (Bulletin 178)	Void		
Cleanup Labor	\$ 500		
Dumpsters	\$ 1,500		
LABBB door hold open	\$ 1,000		
Balcony Rail Solution (Bulletin 195)	\$ 25,000		Design build solution
<b>Subtotal:</b>		\$ 155,000	
Other Changes from Punchlist			
Seal between classroom partition to clerestory	\$ 2,500		
Caulk Acoustic Plugs at classrooms	\$ 4,000		
Handrail at Orchard Street Steps	Void		
Modifications to Lobby Displays (Bulletin 189)	Void		
Provide permanent sink/counter at restroom 220	\$ 2,500		Concrete Patches at drinking fountains, Plantings too small & Cleaning High Glass
Monetized (Credit) Punchlist Items	\$ (8,500)		
Fin Work Comeback	\$ -		
Install Trim rings at thru-counter trash receptacles	\$ 500		Paint edges in lieu of trim rings
<b>Subtotal:</b>		\$ 1,000	
Skanska Staffing for Change Work			
Sr. PM (Dan Lanneville)			
APM (N. Davis)			
Super (Mike Cullagh)			
<b>Subtotal:</b>		\$ 40,000	Negotiated Value
<b>Total Compensation Items</b>		\$ 662,000	
<b>Contingency Currently Remaining in GMP:</b>		\$ (262,000)	Skanska to retain unused construction contingency
<b>Total Lump Summ Change Order for all the Above:</b>		\$ 400,000	Out of scope change order to be issued by the town
<b>Future potential changes</b>			
Acoustical RTU Modifications (Planning Bd)	TBD		Held outside of settlement

Exhibit 2

AIA® Document G704™ - 2000

Certificate of Substantial Completion

PROJECT:

(Name and address)  
0524-Wellington School  
121 Orchard Street, Belmont, MA

PROJECT NUMBER: 0524-02//  
CONTRACT FOR: General Construction  
CONTRACT DATE: 2/12/10

OWNER: ☒

ARCHITECT: ☒

CONTRACTOR: ☒

TO OWNER:

(Name and address)  
Town of Belmont  
644 Pleasant Street  
Belmont, MA 02478-2521

TO CONTRACTOR:

(Name and address)  
Skanska USA Building Inc.  
253 Summer Street  
Boston, MA 02210

FIELD: ☐

OTHER: ☐

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

Entire Project except for High Use Grass Field

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is September 7, 2011, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated in Exhibit 3 attached.

Jonathan Levi Architects, LLC

ARCHITECT

BY

DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto as Exhibit 4. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$82,600 To be updated

The Contractor will complete or correct the Work on the list of items attached hereto within 90 days from the above Date of Issuance.

CONTRACTOR

BY

DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at (time) on (date).

OWNER

BY

DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

Contractor is to maintain CGL insurance until areas with outstanding work are punchlisted. When ready for punchlist sign off, notification of readiness is to be given to the Architect and Owner.



### EXHIBIT 3

#### Belmont - Wellington Elementary School

#### List of Warranties not commencing on September 7, 2011

Item Description	Warranty Commencement Date
Boiler Controls	April 1, 2012
Rooftop Unit #3	April 20, 2012
Ipe Fins and Trellises at East and West Entrances	August 31, 2012
High Use Lawn area at Orchard Street	June 30, 2012
Landscape Planting areas	June 30, 2012
Change Order work as described in Exhibit 1	August 31, 2012
Core Floor Concrete Sealer	August 31, 2012
Roofing System	December 6, 2011
Kitchen Refrigerator and Freezer	May 16, 2012
Flushometers	August 1, 2012
Window Screens	September 30, 2012
Remaining Punchlist attached as Exhibit 5 (with the exception of items listed above)	September 7, 2012