

PROJECT MINUTES

Project:	New W. Edward Balmer Elementary School	Project No.:	17020
Prepared by:	Joel Seeley	Meeting Date:	12/17/19
Re:	School Building Committee Meeting	Meeting No:	55
Location:	High School Media Center	Time:	7:00pm
Distribution:	School Building Committee Members, Attendees (MF)		

Attendees:

PRESENT	NAME	AFFILIATION	VOTING MEMBER
	Joseph Strazzulla	Chairman, School Building Committee	Voting Member
✓	Melissa Walker	School Business Manager	Voting Member
	Alicia Cannon	Representative of the Board of Selectmen	Voting Member
	Michael LeBrasseur	Chairman, School Committee	Voting Member
✓	Paul Bedigian	Representative of the Building, Planning, Construction Committee	Voting Member
✓	Steven Gogolinski	Representative of the Finance Committee	Voting Member
✓	Jeffrey Tubbs	Community Member with building design and/or construction experience	Voting Member
✓	Peter L'Hommedieu	Community Member with building design and/or construction experience	Voting Member
✓	Jeff Lundquist	Community Member with building design and/or construction experience	Voting Member
✓	Andrew Chagnon	Community Member with building design and/or construction experience	Voting Member
✓	Spencer Pollock	Parent Representative	Voting Member
	Adam Gaudette	Town Manager	Non-Voting Member
	Amy McKinstry	Interim Superintendent of Schools	Non-Voting Member
✓	Richard Maglione	Director of Facilities	Non-Voting Member
✓	Karlene Ross	Principal, W. Edward Balmer Elementary School	Non-Voting Member
	Theresa Gould	Principal, Northbridge Elementary School	Non-Voting Member
	Gregory Rosenthal	Director of Pupil Personnel Services	Non-Voting Member
	Lee Dore	D & W, Architect	
✓	Thomas Hengelsberg	D & W, Architect	
	David Fontaine, Jr	Fontaine Bros, CM	
	Jim Mauer	Fontaine Bros, CM	
✓	Joel Kent	Fontaine Bros, CM	
✓	Rob Day	Fontaine Bros, CM	
✓	Joel Seeley	SMMA, OPM	

Item #	Action	Discussion
55.1	Record	Call to Order, 6:30 PM, meeting opened.
55.2	Record	<p>Public Comment</p> <ol style="list-style-type: none"> 1. Mr. Courtemanche of 216 Mason Road indicated that his backyard has experienced increased winds since the trees were removed on the town land for the school construction. 2. Mr. Baris of 230 Mason Road expressed concern with erosion along his property line adjacent to the town land, potentially exposing the roots of his forsythia bushes. 3. Mr. Baris of 230 Mason Road expressed concern with potential mechanical equipment noise on the roof.
55.3	Record	A motion was made by S. Gogolinski and seconded by S. Pollock to approve the 11/19/19 School Building Committee meeting minutes. No Discussion, motion passed unanimous by those attending.
55.4	T. Hengelsberg	<p>J. Seeley distributed and reviewed Designer Amendment No. 21, dated 12/17/19 for Additional Civil Engineering design services, in the amount of \$15,400.00 to be charged against ProPay Budget 0203-9900, which has a balance of \$59,665.87, attached.</p> <p>After discussion, the Committee decided to defer action on the Amendment and requested T. Hengelsberg to research if the 24 feet roadway width is an established requirement of the Town.</p>
55.5	Record	<p>J. Seeley distributed and reviewed the Builders Risk Insurance Proposal from Cabot Risk, in the amount of \$86,438.00. This would replace the Builders Risk Insurance currently carried by FBI, which will be credited back to the Town.</p> <p>A motion was made by S. Gogolinski and seconded by J. Lundquist to approve the Builders Risk Insurance Proposal from Cabot Risk, in the amount of \$86,438.00 and recommend signature by A. Cannon. No discussion, motion passed unanimous.</p>
55.6	Record	<p>J. Seeley distributed and reviewed Budget Revision Request No. 1, dated 12/17/19 reallocating \$10,000 from Pro-Pay Code 0199-000 Other Administrative Costs to Pro-Pay Code 0105-000 Owner's Insurance to fund the Builders Risk Insurance.</p> <p>A motion was made by J. Tubbs and seconded by P. Bedigian to approve Budget Revision Request No. 1, dated 12/17/19 and recommend signature by A. Cannon, A. McKinstry and M. LeBrasseur. No discussion, motion passed unanimous.</p>
55.7	Record	<p>T. Hengelsberg distributed and reviewed Change Order No. 2, dated 11/11/19 in the amount of \$25,825.00, Change Order Description Form and Change Order Contingency Summary Form, all attached.</p> <p>A motion was made by P. Bedigian and seconded by P. L'Hommedieu to approve Change Order No. 2, dated 11/11/19 in the amount of \$25,825.00 and recommend signature by A. Cannon. No discussion, motion passed unanimous.</p>
55.8	Record	T. Hengelsberg distributed and reviewed Change Order No. 3, dated 12/16/19 in the amount of a credit of \$32,384.00, Change Order Description Form and Change Order Contingency Summary Form, all attached.

Item #	Action	Discussion
		A motion was made by P. Bedigian and seconded by P. L'Hommedieu to approve Change Order No. 3, dated 12/16/19 in the amount of a credit of \$32,384.00 and recommend signature by A. Cannon. No discussion, motion passed unanimous.
55.9	Record	<p>Warrant No. 35 was reviewed.</p> <p>A motion was made by P. Bedigian and seconded by S. Pollock to approve Warrant No. 35. No discussion, motion passed unanimous.</p>
55.10	Record	<p>Warrant No. 36 was reviewed.</p> <p>A motion was made by J. Tubbs and seconded by P. Bedigian to approve Warrant No. 36. No discussion, motion passed unanimous.</p>
55.11	Record	J. Seeley distributed and reviewed the draft Construction Phase Meetings and Agenda Schedule, attached.
55.12	A. Gaudette	T. Hengelsberg provided a response to the CDM Balmer School Sanitary Flow Metering Study, the DPW is reviewing.
55.13	J. Strazzulla	J. Strazzulla to review the location of the relocated Vail Memorial with the Trustees of Soldiers Memorials Committee.
55.14	Record	T. Hengelsberg distributed and reviewed the Formal Response to the Disability Commission Meeting held on 7/10/19, attached.
55.15	K. Ross	K. Ross to provide an update on the meeting with Northbridge Safety Committee relative to a maintainable path from the school to North Main street in the vicinity of the existing easement for emergency egress.
55.16	Record	J. Seeley distributed and reviewed the KMD Mechanical Letter, dated 12/2/19 defining the clerical error in their bid supporting their withdrawal request and Town Counsel's agreement with the response, attached.
55.17	J. Kent	T. Hengelsberg issued a Proposal Request to FBI to provide additional retaining wall units along the 230 Mason Road property line to ease the slope, FBI is pricing.
55.18	J. Seeley T. Hengelsberg	<p>J. Seeley provided a summary of the Working Group meeting to develop the process for reviewing and approving requests by the Mason Road neighbors for the project to install plantings on their private property. To date a request has been made by 216 Mason Road for six red maple trees and by 230 Mason Road for six evergreen trees. The recommended process is as follows:</p> <ol style="list-style-type: none"> 1. Develop a map defining which properties have had impacts due to Town property tree removal, new school building placement and extent of new tree plantings on the town property. There appears to be two zones, with 254,244,230 and 216 Mason Road in the higher impact zone and the other properties in a lower impact zone. 2. Develop a budget for the private property plantings based on impact zone. 3. Meet with each of the eleven property owners and review possible planting designs based on impact zone and currently specified plant species and sizes. 4. Develop an overall plan and budget. The plantings would be installed in the fall of 2020. 5. Vote to approve the plan and budget. 6. Execute a Right of Entry and Release Agreement with each property owner.

Item #	Action	Discussion
		The Committee is in agreement with the process. J. Seeley and T. Hengelsberg to commence implementing the process.
55.19	Record	J. Seeley distributed and reviewed the executed Right of Entry and Release Agreements for 192 Mason Road and 202 Mason Road, attached.
55.20	Record	<p>J. Seeley provided an update on the utility easements as follows:</p> <ol style="list-style-type: none"> 1. Verizon Easement - approved by Town Meeting, attached. 2. WWC Easement - Town Counsel working with WWC on potential license in lieu of easement 3. Eversource Gas Easement – process will commence with application submission by D&W, anticipated after the new year 4. National Grid Easement – process will commence with National Grid Application submission, attached, which requires execution by the Town. <p>A motion was made by S. Gogolinski and seconded by J. Tubbs to approve the National Grid Application and recommend signature by A. Cannon. No discussion, motion passed unanimous.</p>
55.21	R. Day	R. Day provided an update on the status of the GMP. The GMP is tracking on budget and FBI will be presenting for approval at the 1/14/20 Committee meeting.
55.22	Record	<p>J. Kent provided a Construction Update. Foundations in A-wing and B-wing are nearly complete and foundations have commenced in C-wing.</p> <p>Committee Discussion:</p> <ol style="list-style-type: none"> 1. J. Lundquist asked how is the structural steel shop drawing process going? <i>J. Kent indicated the shop drawing process is tracking on schedule with approximately 50% processed for fabrication.</i>
55.23	J. Kent	J. Kent indicated FBI will present the cost difference between the acoustical and non-acoustical mechanical roof screens for the next meeting.
55.24	Record	Committee Questions - none
55.25	Record	Old or New Business - none
55.26	Record	Next SBC Meeting: 1/14/20 at 6:30pm at the High School Media Center.
55.27	Record	A Motion was made by P. Bedigian and seconded by J. Tubbs to adjourn the meeting. No discussion, motion passed unanimous.

Attachments: Agenda, Designer Amendment No. 21, Builders Risk Insurance Proposal, Budget Revision Request No. 1, Change Order No. 2, Change Order No. 3, Warrant No. 35, Warrant No. 36, Updated Construction Phase Meetings and Agenda Schedule, Formal Response to the Disability Commission Meeting, KMD Mechanical Letter, executed Right of Entry and Release Agreements for 192 Mason Road and 202 Mason Road, Verizon Easement, National Grid Application, Powerpoint

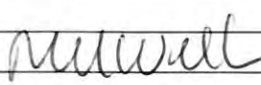
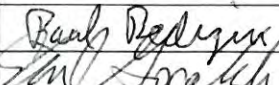


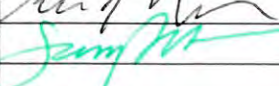
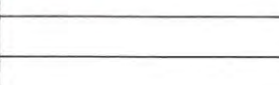


The information herein reflects the understanding reached. Please contact the author if you have any questions or are not in agreement with these Project Minutes

PROJECT MEETING SIGN-IN SHEET

Project: New W. Edward Balmer Elementary School
 Prepared by: Joel Seeley
 Re: School Building Committee Meeting
 Location: High School Media Center
 427 Linwood Avenue, Whitinsville, MA

Project No.: 17020
 Meeting Date: 12/17/2019
 Meeting No: 55
 Time: 6:30pm

Distribution: Attendees, (MF)

SIGNATURE	ATTENDEES	EMAIL	AFFILIATION
	Joseph Strazzulla	jstrazzulla@nps.org	Chairman, School Building Committee
	Melissa Walker	mwalker@nps.org	School Business Manager, MCPPO
	Alicia Cannon	cannonhome0927@gmail.com	Member, Board of Selectmen, CEO
	Michael LeBrasseur	mlebrasseur@nps.org	Chairman, School Committee
	Paul Bedigian	bedigianps@cdmsmith.com	Representative of the Building, Planning, Construction Committee
	Steven Gogolinski	steve@gogolinskicpa.com	Representative of the Finance Committee
	Jeffrey Tubbs	jtubbs@charter.net	Member of community with architecture, engineering and/or construction experience
	Peter L'Hommedieu	plhommedieu@shawmut.com	Member of community with architecture, engineering and/or construction experience
	Jeff Lundquist	j_lundquist@charter.net	Member of community with architecture, engineering and/or construction experience
	Andrew Chagnon	achagnon@vertexeng.com	Member of community with architecture, engineering and/or construction experience
	Spencer Pollock	spencerpollock22@gmail.com	Parent Representative
	Adam Gaudette	agaudette@northbridgemass.org	Town Manager
	Amy McKinstry	amckinstry@nps.org	Superintendent of Schools
	Richard Maglione	rmaglione@nps.org	Building Maintenance Local Official
	Karlene Ross	kross@nps.org	Principal, W. Edward Balmer Elementary School
	Theresa Gould	tgould@nps.org	Principal, Northbridge Elementary School
	Gregory Rosenthal	groenthal@nps.org	Director of Pupil Personnel Services
	Lee P. Dore	lpdore@DoreandWhittier.com	Dore & Whittier Architects
	Thomas Hengelsberg	thengelsberg@DoreandWhittier.com	Dore & Whittier Architects
	David Fontaine, Jr.	djf@fontainebros.com	Fontaine Bros., Inc.
	David Barksdale	dbarksdale@fontainebros.com	Fontaine Bros., Inc.
	Jim Mauer	jmauer@fontainebros.com	Fontaine Bros., Inc.
	Joel Kent	jkent@fontainebros.com	Fontaine Bros., Inc.
	Joel Seeley	jseeley@smma.com	SMMA

p:\2017\17020\17020\meetings\4.3.mtg_notes\3-school building committee\2019\55_2019_17december2019_schoolbuildingcommittee\schoolbuildingcommittee\meetings\sign-in sheet_17december2019.docx

1000 Massachusetts Avenue
 Cambridge, MA 02138
 617.547.5400

www.smma.com

 ROB DAY rday@fontainebros.com - FONTAINE BROS, INC

Agenda

Project: New W. Edward Balmer Elementary School
Re: School Building Committee Meeting
Meeting Location: High School Media Center
427 Linwood Avenue, Whitinsville, MA
Prepared by: Joel G. Seeley
Distribution: Committee Members (MF)

Project No.: 17020
Meeting Date: 12/17/2019
Meeting Time: 6:30 PM
Meeting No. 54

-
1. Call to Order
 2. Public Comments
 3. Approval of Minutes
 4. Approval of Invoices and Commitments
 5. Discuss Neighborhood Planting Request Process
 6. Utility Easement Updates
 7. Review GMP Status
 8. Path to North Main Street Update
 9. Construction Update
 - Mechanical Roof Screen Cost
 10. New or Old Business
 11. Committee Questions
 12. Next Meeting: January 14, 2019
 13. Adjourn

Symmes Maini & McKee Associates, Inc. (SMMA)
Northridge School District
Northridge W. Edward Balmer Elementary School
BUDGET SUMMARY

BUDGET TRACKING FORM as of: 11/30/2019

CM @ Risk Preconstruction Services											
36	0501-0000										
	0502-0001										
89	CSI Code										
89	0502-0010										
89	0502-0020										
89	0502-0030										
89	0502-0100										
89	0502-0100										
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89	0502-2700										
89	0502-2800										
89	0502-3100										
89	0502-3200										
89	0502-3300										
89	0502-9900										
89	0508-0000										
89											
90	0506-0000										
90	0506-0000										

**SCHOOL BUILDING COMMITTEE
W. EDWARD BALMER ELEMENTARY SCHOOL**

Page 9 of 37

All meetings held at the
High School Media Center at 6:30 PM
unless otherwise noted

MEETINGS SCHEDULE AND AGENDAS
November 18, 2019 *Updated December 16, 2019*

DATE	AGENDA
Construction Phase	
December 17, 2019	BUILDING COMMITTEE MEETING
	Construction Progress
January 14, 2020	BUILDING COMMITTEE MEETING
	Construction Progress
	Vote to Approve GMP
February 18, 2020	BUILDING COMMITTEE MEETING
	Construction Progress
March 17, 2020	BUILDING COMMITTEE MEETING
	Construction Progress
April 21, 2020	BUILDING COMMITTEE MEETING
	Construction Progress
May 19, 2020	BUILDING COMMITTEE MEETING
	Construction Progress
June 16, 2020	BUILDING COMMITTEE MEETING
	Construction Progress
July 21, 2020	BUILDING COMMITTEE MEETING
	Construction Progress
August 18, 2020	BUILDING COMMITTEE MEETING
	Construction Progress
September 15, 2020	BUILDING COMMITTEE MEETING
	Construction Progress
October 20, 2020	BUILDING COMMITTEE MEETING
	Construction Progress
November 17, 2020	BUILDING COMMITTEE MEETING
	Construction Progress
December 15, 2020	BUILDING COMMITTEE MEETING
	Construction Progress
January 19, 2021	BUILDING COMMITTEE MEETING
	Construction Progress
February 16, 2021	BUILDING COMMITTEE MEETING
	Construction Progress
March 16, 2021	BUILDING COMMITTEE MEETING
	Construction Progress

**SCHOOL BUILDING COMMITTEE
W. EDWARD BALMER ELEMENTARY SCHOOL**

Page 10 of 37

All meetings held at the
High School Media Center at 6:30 PM
unless otherwise noted

MEETINGS SCHEDULE AND AGENDAS
November 18, 2019 *Updated December 16, 2019*

DATE	AGENDA
April 20, 2021	BUILDING COMMITTEE MEETING
	Construction Progress
May 18, 2021	BUILDING COMMITTEE MEETING
	Construction Progress
June 15, 2021	BUILDING COMMITTEE MEETING
	Construction Progress
July 20, 2021	BUILDING COMMITTEE MEETING
	Construction Progress
August 17, 2021	BUILDING COMMITTEE MEETING
	Construction Progress
September 21, 2021	BUILDING COMMITTEE MEETING
	Construction Progress
October 19, 2021	BUILDING COMMITTEE MEETING
	Construction Progress
November 16, 2021	BUILDING COMMITTEE MEETING
	Construction Progress
December 21, 2021	BUILDING COMMITTEE MEETING
	Construction Progress
	ADDITIONAL MEETINGS TO BE SCHEDULED



**Massachusetts Electric Company, dba National Grid
Line Extension and Construction Advance Policy-3
For Commercial, Industrial and Non-Residential Customers**

Quote Date : 10/17/2019
 Name of Complex: Balmer Elementary School
 Service Address: 21 Crescent St.
 Whitinsville, MA 01588
 Contact Name: Jason Rioux
 Company Name:
 Mailing Address: Email: jason_rioux@g-g-d.com

National Grid Account Representative: Heather Mills

Work Req # 27644021

Standard Service

National Grid agrees to install the necessary regular distribution facilities to serve the complex referenced above. The total charge for such installation is: \$0.00 The customer agrees to pay the amount, if any, in full and in advance of construction by National Grid.

Added / Non-Standard Service

The cost of added service, as requested by the customer, is: \$0.00 Said costs, if any, are for facilities in excess of those required to meet the distribution service requirements and are therefore not applicable to Policy-3, are non-refundable, and must be paid in advance of construction by National Grid.

Grant of Easement

The customer agrees to grant a permanent easement and right-of- way to National Grid (by separate easement prepared by National Grid) for the installation, operation and maintenance of the distribution facilities on any private property that the distribution facilities will be located.

Terms of Policy-3 Apply

The terms of National Grid's Policy-3, entitled Line Extension Policy For Commercial, Industrial and Non-Residential Customers ("Line Extension Policy") shall apply to this Agreement and are fully incorporated by reference. You can review the Line Extension Policy on National Grid's Internet website at [https://www.nationalgridus.com/non_html/Dist%20T&Cs%20\(1192\)_12.01.10.pdf](https://www.nationalgridus.com/non_html/Dist%20T&Cs%20(1192)_12.01.10.pdf) and print it for your reference.

Cost Estimates

All cost estimates stated in this agreement are time sensitive and based on the execution date of this agreement. If construction has not commenced within 180 days of the execution date of this agreement and/or a wire inspection has not been completed within 360 days of the execution date of this agreement, National Grid reserves the right to require a new agreement that reflects the policies and costs in effect at that time.

Specifics:

Rate:	<u>G3</u>	
Delivery:	<u>277/480</u>	
Metering:	<u>Secondary</u>	Example: Primary or Secondary
Discounts:	<u>0</u>	Example: 0 through 5
Maximum Intake (kVA):	<u>1500</u>	
Special Conditions:	<hr/>	

I agree to the terms set forth in the Agreement:

Balmer Elementary School

Name: _____
 Title: _____
 Date: _____

 Customer Signature



October 17, 2019

Jason Rioux
Email: jason_rioux@g-g-d.com

Re: Electric Service Proposal: WR 27644021

Enclosed please find an Electric Service Proposal for 21 Crescent Street in Whitinsville.

If this Proposal is acceptable, please sign and return the enclosed copy of the Service Agreement. Upon receipt of your acceptance, you will then be billed under separate cover in the amount of \$0.00 including applicable taxes. This price is valid for 90 days.

This work will be scheduled upon receipt of this signed Service Agreement, payment of invoice, and completion of all responsibilities as outlined in the attached proposal.

Should you have any questions, please contact me at 781-907-3487.

Sincerely,

Heather Mills
Commercial Acct Rep
National Grid
40 Sylvan Rd.
Waltham, MA 02451-1120

Jason Rioux
Email: jason_rioux@g-g-d.com

Service Request:	27644021
Drawings:	
Electrical Contractor:	
Customer's Contribution:	\$0.00
Billing Party:	
Customer's Responsibilities:	<ul style="list-style-type: none"> ▶ Return signed Service Agreement, if accepted. ▶ Provide all necessary right-of-way easements ▶ Notify National Grid if any changes in the Billing Party will occur. ▶ Payment in full, upon receipt of the invoice.
National Grid Responsibilities:	Replace 2 poles Replace 1 Pole, upgrade line fuses, install 3-600a disconnects, Install riser, approx 1034' of cable, through 2 manholes and to new 1500KVA pad Removing existing pole line and pad once service is switched over
Construction Lead Time:	Approximately 4-6 weeks will be necessary for construction. Upon receipt of payments, permits, right-of-way and the signed Proposal, this project will be added to National Grid's construction schedule. Note: Payment must be made upon receipt of the invoice. The correct mailing address for payments will be listed on the invoice.
Remarks:	This proposal is based upon projected cost and rate schedule provisions in effect at the date of this proposal and will be withdrawn if not accepted within 90 days of the date of this Proposal. This proposal and all attached documentation is proprietary property of National Grid and can only be used for its intended purpose NEW 2500a, 277/480v, 3ph, at 21 Crescent St. and shall not be otherwise disclosed.
Prepared By:	Heather Mills Commercial Acct Rep 781-907-3487

EASEMENT

KNOW ALL MEN BY THESE PRESENTS that THE INHABITANTS OF THE TOWN OF NORTHBRIDGE, acting by and through the BOARD OF SELECTMEN, said town being duly established under the Laws of the Commonwealth of Massachusetts and having its usual place of business at Town Hall, 7 Main Street, Whitinsville, Massachusetts 01588 (hereinafter referred to as the Grantor(s)), for consideration of one (\$1.00) Dollar, in hand paid by the Grantee to the Grantor, the receipt and sufficiency of which is hereby acknowledged, grants to VERIZON NEW ENGLAND INC., (formerly known as New England Telephone and Telegraph Company) a New York corporation, having its principal place of business at 6 Bowdoin Square, 9th Floor, Boston, Massachusetts 02114, its successors and assigns, (hereinafter referred to as the Grantee(s)) with quitclaim covenants, the exclusive and perpetual right and easement to lay, construct, reconstruct, operate, maintain, replace and remove LINES for the transmission of intelligence and telecommunications upon, over, under and across the land of Grantor located in Northbridge, Worcester County, Massachusetts.

The above granted rights being more particularly described as the perpetual right within said land of Grantor to lay, construct, reconstruct, operate, maintain, replace and remove UNDERGROUND CABLES, pipes, conduits, handholes, and such surface testing terminals, pedestals, repeaters, markers, and other appurtenances with wires and/or cables therein as the Grantee may from time to time desire within a strip of land ten (10) feet in width beginning at pole T.24-5, located on the land of Grantor, and then running in a southeasterly direction a distance of approximately three hundred and thirty-five (335) feet to a handhole, then continuing in an easterly direction a distance of approximately five hundred feet to the building at 21 Crescent Street and then into an interior utility room, all of which shall become permanent upon placement of the aforementioned facilities, with the right to cut down and keep trimmed all trees, bushes, underbrush and growth including the foliage thereon as the Grantee may from time to time deem necessary for the safe operation of said lines.

**Return to: Albert Bessette, Jr.,
Right of Way Manager
Verizon
365 State Street
Springfield, MA 01105**

Whitinsville
Property Address: 21 Crescent Street, Northbridge, MA

The herein granted right and easement are more particularly described as that certain strip of land situated within and along said Grantor's land for Grantee to install the necessary cables, wires, conduit, equipment and facilities as described above to be owned, operated and maintained exclusively by said Grantee for the transmission and distribution of intelligence and communication by electricity or otherwise to serve Grantor's property and others. It is also agreed that any cables, lines, conduit, equipment and appurtenant facilities and each and every part thereof, whether fixed to the realty or not, shall be and remain the exclusive property of the Grantee, its successors and assigns, as its interest appears.

The Grantee shall have the right to connect such conduits, manholes, cables and wires with the poles, conduits, cables and wires which are located or which may be placed in parcels of land, private ways, public ways or streets within, adjacent or contiguous to the aforesaid premises. Permission is herein granted to enter said private ways, strips of land and premises for all the above purposes.

It is agreed that the exact location of the facilities shall be established by the installation and placements of said facilities within the above described easement area. It is mutually agreed that the parties shall not unreasonably interfere with each other's use of said easement area. Grantor shall have the right to use the easement area herein granted for any purpose not inconsistent with the rights granted to Grantee hereunder.

Also with the further perpetual right and easement from time to time and at Grantee's sole expense, to renew, repair, replace, add to, maintain, operate, patrol and otherwise change said underground system, and each and every part thereof and to make such other excavation or excavations as may be reasonably necessary in the opinion and judgment of Grantee, its successors and assigns. However, said Grantee, its successors and assigns, will properly backfill said excavation or excavations and restore the surface of the land to as reasonably good condition as said surface was in immediately prior to the excavation or excavations thereof.

For Grantor's title see deed dated April 24, 1963 and recorded in the Worcester District Registry of Deeds in Book 4369, page 342.

(Continued)

IN WITNESS WHEREOF, the said TOWN OF NORTHBRIDGE has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by the members of the BOARD OF SELECTMEN, hereto duly authorized this 18th day of November, 2019.

TOWN OF NORTHBRIDGE

By:



JAMES J. ATHANAS, Chairman

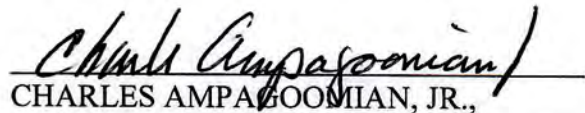
ALICIA M. CANNON, Vice Chairman



DANIEL J. NOLAN, Clerk



THOMAS J. MELIA, Member



CHARLES AMPAGOOMIAN, JR.,

From: David Doneski <DDoneski@k-plaw.com>
Sent: Tuesday, December 3, 2019 12:07 PM
To: Seeley, Joel
Cc: Adam Gaudette; Project, Mail; Traniello, Sarah
Subject: Re: Balmer Plumbing Sub Bid Withdrawal Documentation pnum 17020

Joel,
I would agree that this qualifies as a clerical error within section 44B.

David J. Doneski, Esq.
KP | LAW
101 Arch Street, 12th Floor
Boston, MA 02110
O: (617) 556 0007
F: (617) 654 1735
ddoneski@k-plaw.com
www.k-plaw.com

This message and the documents attached to it, if any, are intended only for the use of the addressee and may contain information that is PRIVILEGED and CONFIDENTIAL and/or may contain ATTORNEY WORK PRODUCT. If you are not the intended recipient, you are hereby notified that any dissemination of this communication is strictly prohibited. If you have received this communication in error, please delete all electronic copies of this message and attachments thereto, if any, and destroy any hard copies you may have created and notify me immediately.

On Dec 2, 2019, at 4:48 PM, Seeley, Joel <jseeley@smma.com> wrote:

David, please confirm, we believe the attached meets the intent of MGL 149 44B

Thanks, Joel

Joel G. Seeley, AIA, LEED AP BD+C
COO | Executive Vice President

SMMA
t: 617.520.9403 | m: 617.877.2859
www.smma.com

From: David Dupre <ddupre@kmd-bonner.com>
Sent: Monday, December 2, 2019 4:09 PM
To: Seeley, Joel <jseeley@smma.com>
Cc: 'David Fontaine' <djr@fontainebros.com>; 'Dave Schultz' <d.schultz@kmd-bonner.com>
Subject: Balmer Plumbing Sub Bid Withdrawal Documentation

Joel,

Please see attached as requested.

Thank you,

David P. Dupre'

Executive Vice President

KMD Mechanical Corp.

310 Southwest Cutoff

Worcester, MA 01604

Office: (508) 795-1828

Direct: (774)-530-1149

Cell: (774) 823-6160

Fax: (508) 754-2472

PLEASE TAKE NOTE OF MY NEW EMAIL ADDRESS... ddupre@kmd-bonner.com

<Balmer Plb Follow-Up Let and Doc.pdf>

KMD Mechanical Corporation

310A Southwest Cutoff
Worcester, Massachusetts 01604
(508) 795-1828 • FAX (508) 754-2472

Monday, December 2, 2019

SMMA – Project Management
1000 Massachusetts Avenue
Cambridge, MA 02138

Attn: Joel Seeley-Project Director

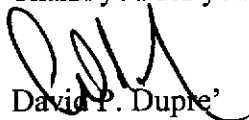
Re: Balmer Elementary School- Request for Plumbing Trade Contractor Sub-bid
Withdrawal

Dear Mr. Seeley,

To follow up on our letter dated 11/19/19 formally requesting permission to withdraw our plumbing trade contractor bid we have attached the following Labor Work Sheet from our original bid showing the bona fide clerical error that took place on bid day. The Health and Welfare man-days were inadvertently put next to the Insurance and Taxes Column whereas that value is already automatically calculated for Foreman and Journeyman accordingly. This value should have been plugged in next to the Health and Welfare Column, thus leaving \$258,060.00 of labor costs before P&O out of our bid. Also attached is the corrected Labor Work Sheet showing how it should have been calculated.

We apologize for the inconvenience for there is no practical way to re-coupe this cost in the project.

Thank you for your consideration,



David P. Dupre
Executive Vice President.

ERROR

Labor Work Sheet

Local #4

Total Mandays:

0

	<u>Mandays</u>	<u>Cost / Day</u>	<u>Totals</u>
Forman	362	\$399	\$144,438

Journeyman	760	\$359	\$272,840
------------	-----	-------	-----------

Insurance & Taxes	1122	Rate 38%	\$158,566
-------------------	------	-------------	-----------

Worc Local

Health & Welfare		Cost / Day \$230 avg JM/FM	\$0
------------------	--	-------------------------------	-----

Other Local

Health & Welfare	0	Cost / Day \$0	\$0
------------------	---	-------------------	-----

Travel	1122	5	\$5,610
--------	------	---	---------

Travel	0	0	\$0
--------	---	---	-----

Supervision	0	0	\$0
-------------	---	---	-----

Other	0	0	\$0
-------	---	---	-----

Othe	0	0	\$0
------	---	---	-----

Other

TOTAL LABOR SHEET COST			\$581,454
-------------------------------	--	--	------------------

Temporary heat	0	Weeks @	\$9,278.07	\$0
----------------	---	---------	------------	-----

Premium Cost				\$0
--------------	--	--	--	-----

CORRECT

Labor Work Sheet

Local #4

Total Mandays:

0

	<u>Mandays</u>	<u>Cost / Day</u>	<u>Totals</u>
Forman	362	\$399	\$144,438

Journeyman	760	\$359	\$272,840
------------	-----	-------	-----------

Insurance & Taxes		Rate 38%	\$158,566
-------------------	--	-------------	-----------

Worc Local

Health & Welfare	1122	Cost / Day \$230 avg JM/FM	\$258,060
------------------	------	------------------------------------	-----------

Other Local

		<u>Cost / Day</u>	
Health & Welfare	0	\$0	\$0

Travel	1122	5	\$5,610
--------	------	---	---------

Travel	0	0	\$0
--------	---	---	-----

Supervision	0	0	\$0
-------------	---	---	-----

Other	0	0	\$0
-------	---	---	-----

Othe	0	0	\$0
------	---	---	-----

Other			
-------	--	--	--

TOTAL LABOR SHEET COST			\$839,514
-------------------------------	--	--	------------------

Temporary heat	0	Weeks @	\$9,278.07 \$0
----------------	---	---------	---------------------

Premium Cost			\$0
--------------	--	--	-----



Project Management

November 25, 2019

Mr. David P. Dupre
Vice President
KMD Mechanical Corporation
310A Southwest Cutoff
Worcester, Massachusetts 01604

Via Email: ddupre@kmd-bonner.com

Re: New W. Edward Balmer Elementary School

Whitinsville, Massachusetts

Request for Plumbing Trade Contractor Sub-bid Withdrawal

SMMA No. 17020

Dear Mr. Dupre:

We have received your letter of November 19, 2019, attached, requesting permission to withdraw your plumbing trade contractor bid for this project.

Withdrawal of sub-bid deposits for public building construction projects is governed by section 44B of Chapter 149 of the General Laws, which states that a deposit may be withdrawn "in case of death, disability, bona fide clerical or mechanical error of a substantial nature, or other unforeseen circumstances affecting any such sub-bidder."

Please forward to us the take-off sheets and other bid preparation documents which show how and why labor costs were excluded from your bid, as referenced in your letter.

Very truly yours,

SMMA

A handwritten signature in blue ink, appearing to read "Joel G. Seeley".

Joel G. Seeley
Project Director

cc: Northbridge School Building Committee (MF)

enclosures: KMD Mechanical letter dated November 19, 2019

1000 Massachusetts Avenue
Cambridge, MA 02138
617.547.5400

www.smma.com

RIGHT OF ENTRY AND RELEASE AGREEMENT

Kyle Bigness and Keri L. Bigness (the "Grantor"), the owner(s) of certain property located at 192 Mason Road, Northbridge, Massachusetts (the "Property"), hereby grant to the Town of Northbridge, having an address of 7 Main Street, Whitinsville, Massachusetts 01588, and its duly authorized employees, agents, and contractors, and their respective contractors, (collectively, the "Town") a right to enter upon the Property, together with such materials and equipment as are necessary for the purpose of 1) moving and relocating, to an area entirely on and within the Property and in compliance with the Town's Zoning Bylaws, the stockade fence currently located along the property line boundary between the Property and adjoining property of the Town known and numbered as 21 Crescent Street, Northbridge upon which the new W. Edward Balmer Elementary School is being constructed, and 2) moving and relocating, to an area entirely on and within the Property and in compliance with the Town's Zoning Bylaws, the shed currently located on the Property.

The Grantor acknowledges that the work described will be performed with the consent of the Grantor, that there may be some incidental alteration or damage to the fence and shed, and that the Town desires to perform the work for the benefit of the Grantor and the Property and so that the school construction project may be carried out in accordance with the project plans. Further, the Town and the Grantor agree that the work will be coordinated directly between Grantor and the Town's Construction Manager - Fontaine Bros., Inc.

In performance of the work, the Town shall be subject to the following conditions: all waste materials and debris produced in connection with the work shall be properly disposed of by the Town or its agents; at the completion of the work the Town shall restore the Property, as reasonably as possible, to its condition prior to the work, and repair any damage caused to the Property as a result of the work. The persons or entities performing the work shall be covered by general liability insurance for bodily injury and property damage.

In consideration of the Town's performance of the work, as described herein, the Grantor hereby releases and forever discharges the Town from any liability for any and all loss, damage, costs, claims, expenses and compensation arising out of any damage to the Property and its fixtures and appurtenances in connection with such work. For confirmation, this release and discharge is in connection with only the specific work to be performed under the right of entry granted herein

This right of entry shall commence on OCT. 25, 2019 and shall end on OCT 25, ²⁰²¹2019,

In Witness Whereof, the undersigned have signed this Agreement as of the 29 day of ^{OCT}July, 2019.

TOWN OF NORTHBRIDGE

By 

GRANTOR

29 October 2019 | 20:23:46 EDT

Keri Bigness Kyle Bigness
Name: Keri and Kyle Bigness

Name: Adam Gaudette
Title: Town Manager

673990 v.3/NBRI/0001

Name:

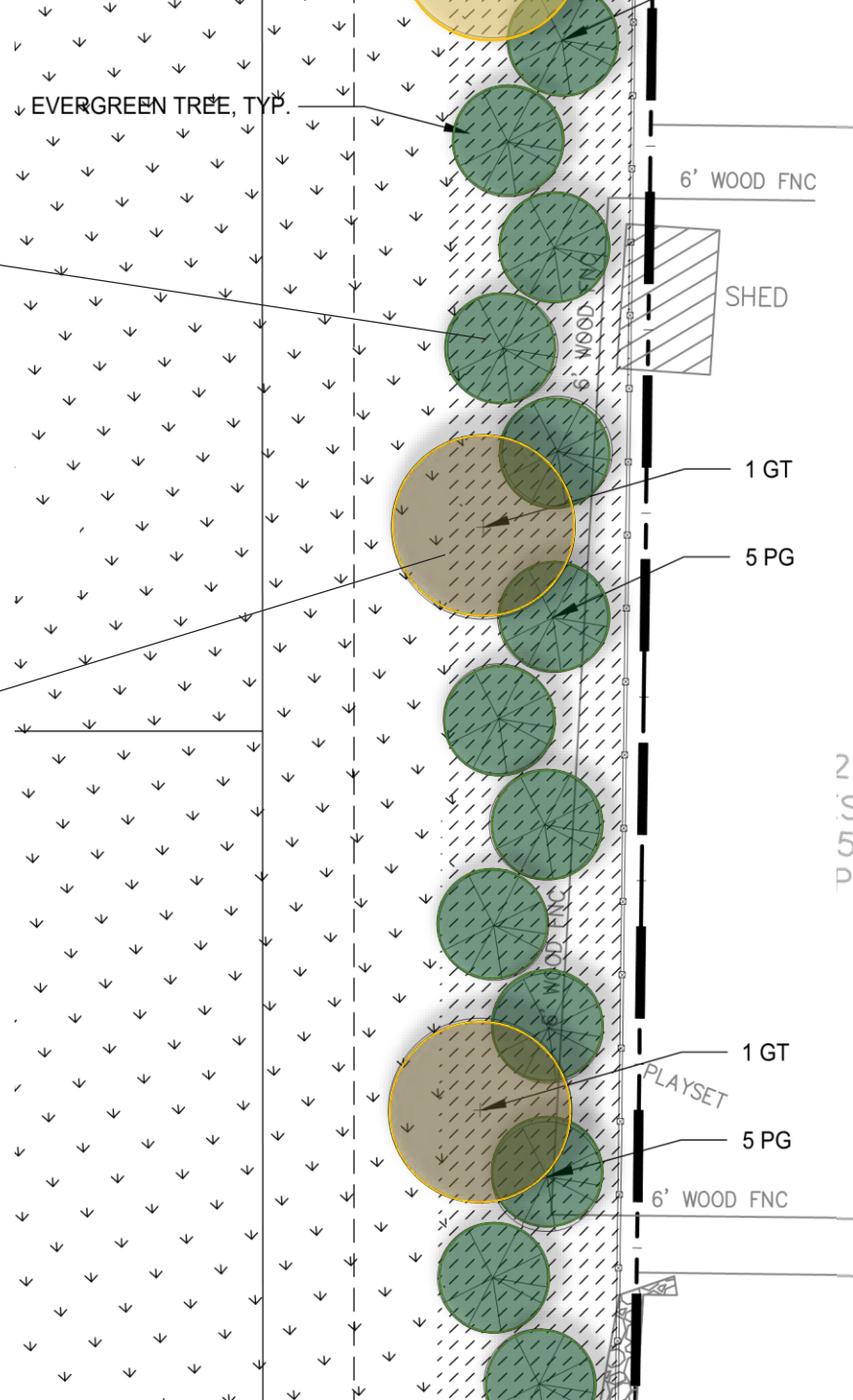
PROPOSED LANDSCAPING 192 MASON ROAD



PG – White Pine



GT – 'Shademaster
Honey Locust



2 MASON RD
SS, KYLE & KERI L.
50510 PG 90
PARCEL 7-296





JV – Juniper Virginianus
‘Emerald Sentinel’
Eastern Red Cedar



PG – Picea Glauca
White Spruce



TG – Thuja ‘Green Giant’
Arborvitae

EVERGREEN TREES





AR – Acer Rubrum
Red Maple
'October Glory'



GB – Ginkgo
Biloba
'Autumn Gold'
Maidenhair



GT – Gleditsia Tr.
Inermis
'Shademaster'
Honey Locust



DECIDUOUS TREES





Mark E. Violette
11.30.18

ANRAD

BALMER ELEMENTARY SCHOOL
11 CRESCENT STREET, NORTHBRIDGE, MA 01534

PREPARED FOR:
DORE & WHITTIER
212 BATTERY STREET, BURLINGTON, VT 05401

REV.	COMMENTS	DATE
	REVISIONS	

PROJECT # 12260
FILE: 12260_2_ANRAD.dwg
SCALE: 1"=40'
DATE: 11-30-18
DES./COMP: MEV
FIELD BOOK: 696
DRAFTED BY: IOS
CHECKED BY: MEV

SHEET: 1

EX-1

OF 1 REV.



LEGEND

- CATCH BASIN
 - CABLE TELEVISION MANHOLE
 - DRAIN MANHOLE
 - ERECTION MANHOLE
 - MISCELLANEOUS MANHOLE
 - SEWER MANHOLE
 - TELEPHONE MANHOLE
 - WATER MANHOLE
 - GAS MANHOLE
 - WATER SHUT-OFF
 - GAS GATE
 - WATER GATE
 - FLOOD CONTROL VALVE
 - CLEANOUT
 - BOSTON WATER WORKS
 - FIRE HYDRANT
 - UTILITY POLE WITH CONDUIT LINE TO GROUND
 - LIGHT POLE
 - LANDSCAPE LIGHT
 - HAND HOLE
 - TRASH CAN CALL BOX
 - METAL POST
 - CONCRETE POST
 - PARKING METER
 - TRAFFIC MAST ARM
 - TRAFFIC SIGNAL
 - PEDESTRIAN SIGNAL
 - DECIDUOUS TREE WITH TRUNK DIAMETER
 - CONIFEROUS TREE WITH TRUNK DIAMETER
 - HANICAP PARKING
 - SPOT ELEVATION
 - CHAIN LINK FENCE
 - BRIMMING CONCRETE BERM
 - VERTICAL GRANITE CURB
 - WHEELCHAIR RAMP
 - RIM ELEVATION EQUALS
 - INVERT ELEVATION EQUALS
 - TOP OF HOOD ELEVATION EQUALS
 - TOP OF WATER
 - TOP OF WASTE
 - TRAFFIC CONTROL BOX
 - UNDERGROUND LOOP DETECTOR
 - TOP OF WALL ELEVATION
 - UNDERGROUND CABLE LINE
 - UNDERGROUND DRAIN LINE
 - UNDERGROUND GAS LINE
 - UNDERGROUND SEWER LINE
 - UNDERGROUND WATER LINE
 - OVERHEAD WIRE
- CITY
 - STATE
 - COUNTY
 - TOWN
 - ULD
 - SHP

GRAPHIC SCALE
40 20 0 40 80 120
SCALE: 1"=40'



**TOWN OF NORTHBRIDGE
OFFICE OF THE TOWN MANAGER
NORTHBRIDGE TOWN HALL
7 MAIN STREET
WHITINSVILLE, MASSACHUSETTS 01588
Phone- (508) 234-2095 Fax- (508) 234-7640
www.northbridgemass.org**

**Adam D. Gaudette
Town Manager**

October 23, 2019

Mr. and Mrs. Kyle Bigness
192 Mason Road
Whitinsville, MA 01588

RE: Town of Northbridge, Balmer School Construction Project

Dear Mr. and Mrs. Bigness:

This is the 4th and final attempt by the Town to resolve the property line encroachment of your wood fence and shed on the Balmer School project site located at 21 Crescent Street. As you know the Town previously sent letters on June 12th, July 26th, and August 9th, 2019 in an attempt to resolve this matter, and is prepared to take legal action unless this final attempt is accepted and implemented.

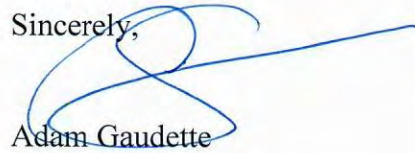
The Town again is proposing the following items to you, with slight modification, as a means of resolving the present impasse in a reasonable and cordial manner.

- 1) The Town, through the project construction manager – Fontaine Bros., Inc., will relocate the stockade fence (currently ranging from 4 feet to 9 feet over the property line) off of the Town's property and onto your property, placing it *along the property line*, as has been identified by the Town's surveyor.
- 2) The Town, through the project construction manager, will relocate the shed off of the Town's property and onto your property, *to be located not less than 6 feet from the surveyed property line*, as to comply with the Town's Zoning Bylaws.
- 3) The Town, through the project construction manager, will relocate the swing set off of the Town's property and onto your property.
- 4) Also, as has been coordinated with several other property owners, the Town agrees to allow you to select, from a list of 4 species types, trees that will be planted on the Town's property as proposed to provide screening. Specifically, and as agreed upon with David Fontaine (CM) on 10/22/2019, these changes shall be limited to replacing the trees designated as "PG – White Pine" on the site planting plan, with plants designated as "TG – Ghuja 'Green Giant'

Arborvitae". This plan change is not subject to the right of entry agreement as this work will be performed on Town property.

Kindly respond to this proposal by October 31, 2019 by signing and returning the enclosed the form of agreement that would be used to provide for the work tasks described above.

Sincerely,

A handwritten signature in blue ink, appearing to read "Adam Gaudette", with a long horizontal stroke extending to the right.

Adam Gaudette
Town Manager

RIGHT OF ENTRY AND RELEASE AGREEMENT

John A. Armstrong and Mary L. Armstrong (the "Grantor"), the owner(s) of certain property located at 202 Mason Road, Northbridge, Massachusetts (the "Property"), hereby grant to the Town of Northbridge, having an address of 7 Main Street, Whitinsville, Massachusetts 01588, and its duly authorized employees, agents, and contractors, and their respective subcontractors, (collectively, the "Town") a right to enter upon the Property, together with such materials and equipment as are necessary for the purpose of 1) moving and reassembling, at an area entirely on and within the Property, the stone wall currently located along the property line boundary between the Property and adjoining property of the Town known and numbered as 21 Crescent Street, Northbridge upon which the new W. Edward Balmer Elementary School is being constructed, and 2) installing on the Property, at the start of the school construction project, a standard construction fence for screening of the Property, and replacing that fence, at the conclusion of the project, with a cedar fence to match the fence currently located on the Property and in a location so as to comply with the Town's Zoning Bylaws.

The Grantor acknowledges that the work described will be performed with the consent of the Grantor, that there may be some incidental alteration or damage to the wall, and that the Town desires to perform the work for the benefit of the Grantor and the Property and so that the school construction project may be carried out in accordance with the project plans. Further, the Town and the Grantor agree that the work will be coordinated directly between Grantor and the Town's Construction Manager - Fontaine Bros., Inc.

In performance of the work, the Town shall be subject to the following conditions: all waste materials and debris produced in connection with the work shall be properly disposed of by the Town or its agents; at the completion of the work the Town shall restore the Property, as reasonably as possible, to its condition prior to the work, and repair any damage caused to the Property as a result of the work. The persons or entities performing the work shall be covered by general liability insurance for bodily injury and property damage.


In consideration of the Town's performance of the work, as described herein, the Grantor hereby releases and forever discharges the Town from any liability for any and all loss, damage, costs, claims, expenses and compensation arising out of any damage to the Property and its fixtures and appurtenances in connection with such work.

This right of entry shall commence on JUNE, 2019 and shall end on SEPTEMBER, 2021, but entry onto the Property will only be made at the time periods of the school construction project identified above.

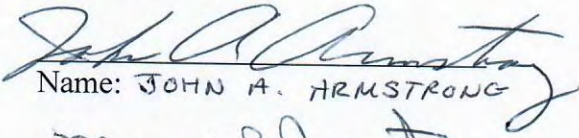
In Witness Whereof, the undersigned have signed this Agreement as of the 31st day of July, 2019.

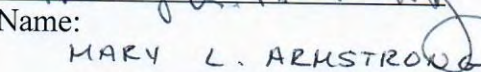
TOWN OF NORTHBRIDGE

By

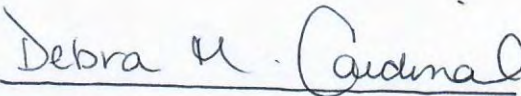

Name: Adam Gaudette
Title: Town Manager

GRANTOR


Name: JOHN A. ARMSTRONG


Name: MARY L. ARMSTRONG

673981 v.2/NBRI/0001



NOTARY PUBLIC





ACCESSIBILITY MEETING MINUTES #1

Response to Comments – Update 12/9/19

DATE OF MEETING: July 10, 2019

PROJECT: W. EDWARD BALMER ES

PROJECT NO.: 17-0759

SUBJECT: ACCESSIBILITY REVIEW MEETING #1

ATTENDING: Tom Hengelsberg – PM, Bruce Frieswick, Northbridge Disability
D&W Commission
Tim Mullen - JC, D&W Jonathan Smith, Chair, NB Disability
Commission
Jim Sheehan, Building Jeff Dougan, MA Executive Dept. Office on
Inspector (AHJ) – partial, Disability
second half Jakira Rogers, MA Executive Dept. Office
on Disability

RESPONSE TO
COMMENTS ISSUED
7/18/2019

Updated 12/9/2019

ITEM	MINUTES	ACTION/ WHO	STATUS/ DATE
01-1	<p>Introductions and Purpose:</p> <p>After introductions around the table, Bruce noted that with only two members of the Disability Commission present, this did not constitute a meeting of the Commission, there was no quorum, and thus no votes or actions could be taken. Bruce opened the meeting with a recitation of Jeff Dougan's considerable experience and credentials. Jeff stated, the purpose of the meeting is to share his office's review of the Balmer ES project documents and provide guidance on how the project could improve accessibility. Tom clarified with Bruce and Jonathan that the Building Inspector is the regulatory agent with respect to accessibility and compliance with the ADA and MAAB 521 CMR.</p>		Closed.
01-2	<p>Parking:</p> <p>Jeff noted that though the project has the required number of accessible parking spaces (245 spaces total on-site yields 8 accessible spaces) on the site plan, and that it is laudable that they are distributed around the site, he would like to see additional spaces above and beyond the minimum numbers, at the Pre-K entrance and potentially within the west parking lot. Currently there are (4) spaces near the main entrance, (2) spaces serving the Vail Field accessible route, and (2) spaces serving the north U-10 field accessible route. Tom agreed to study including (1) additional space in the Pre-K park-and-drop lot nearest that entrance, and possibly (2) spaces in the west lot, near the middle crossing point at the bus drop-off loop.</p> <p>D&W studied the proposed H/C parking space at the Pre-K Entrance and determined that it is feasible. We are asking for approval from the SBC to make this change.</p> <p>12/9/19 – Changes incorporated in the Bid Documents.</p>	D&W to study adding (3) parking spaces as noted.	Open.

ARCHITECTS
PROJECT MANAGERS

260 Merrimac Street Bldg 7
Newburyport, MA 01950
978.499.2999 ph
978.499.2944 fax

212 Battery Street
Burlington, VT 05401
802.863.1428 ph
802.863.6955

www.doreandwhittier.com

	<p>D&W studied the proposed H/C parking spaces at the west parking lot and determined that they are not easily feasible without significant redesign. If spaces are located on the east end of a row of parking, there would be no protected accessible route from those spaces to the middle crossing point of the bus loop. The route would have to cross two-way traffic within the parking lot, and would involve redesign and potentially re-grading of the lot. The (4) accessible spaces already provided near the front entrance will serve the accessible parking need to the front entrance.</p> <p>12/9/19 – This request was studied and determined to be outside the accessibility code requirements and was not included.</p> <p>Accessible parking at the potential EV charging stations was discussed. They are planned for the front row of parking adjacent to the (4) H/C spaces. Tom clarified that it is D&W's intent to make at least one charging station accessible if they end up being included in the project (i.e. a station will be located to serve the end H/C space).</p> <p>This change depends upon the SBC approving the EV charging stations. D&W is awaiting this approval at this time. It would be feasible to implement if approved.</p> <p>12/9/19 – Charging stations were approved by SBC and incorporated. One charging station is located at an accessible parking space, in the group south of—and closest to—the main entrance. The walk and curb are fully accessible. Changes incorporated in the Bid Documents.</p>		
01-3	<p>Site Access:</p> <p>Bruce pointed out that the curb design around the building could have been flush at drop off points to maximize access. Tom stated that this would be a very different approach with large implications for stormwater and grading design. Tim pointed out that this would also require bollards to protect the sidewalk from traffic. Tom stated that for the bus drop loop, dropping at a curb makes for a shorter step off the bus, and that Accessible vehicles with a motorized ramp for wheelchairs will drop to the curb. Bruce pointed out that some may have the ramp on the rear of the vehicle. After discussion, consensus was that where these vehicles service the site will be a function of practice in operation, and potentially reserving spots on the drop off loop at certain times.</p> <p>There was also discussion of children with IEPs and where they would access the building. Tom offered that this would likely be on a case-by-case basis by Administration, and that the District's stated goal is full inclusion to every extent possible. The rear entrance near the Maker Space will be available if there is a particular student that has trouble accessing the building in the hubbub of AM or PM rush. If that is the case, a space on the rear curb can be striped and signed if needed.</p>		Closed.
01-4	<p>Playground:</p> <p>Jeff asked about accessible playground facilities. Tom responded that there are many accessible facilities and features included in both the upper and lower playgrounds. D&W will review and provide a list to the Commission.</p> <p>D&W has reviewed a sample accessibility report from another school provided by Kompan, the equipment manufacturer, which will provide all the requested information. We are awaiting a report specific to the Balmer equipment, which should be delivered before the next SBC meeting.</p> <p>12/9/19 – Kompan delivered their audit of the playground design, and incorporated several edits to the design to increase the number of accessible play activities and equipment, and more evenly distribute it among the age groups served. Changes incorporated in the Bid Documents.</p>	D&W to provide a list of playground accessible features.	Open.

01-5	<p>Sidewalks: Jeff pointed out that some sidewalks do not end with accessible transitions to the pavement. Tom responded that in many cases, these sidewalk ends are not part of an accessible route, and many do not lead anywhere else on the site—nobody would have a reason to go in that direction. The west parking lot “feeder walks” were referenced as an example, but there are some that might need a transition.</p> <p>D&W has reviewed the site plan and found two instances where accessible curb ramps should be added: the east end of the Parent drop-off loop sidewalk; and the north curb near the Maker Space egress from the building, which may be used as a temporary main entrance during construction phasing. These changes will be incorporated into the drawings.</p> <p>12/9/19 – Changes incorporated in the Bid Documents.</p>	D&W will review the site plan and study adding accessible curb ramps where needed or for better access.	Open.
01-6	<p>Access at sports facilities: Jeff asked that D&W confirm whether accessible wheelchairs spaces are included in all spectator areas and permanent bleachers at all fields and facilities.</p> <p>D&W review in progress.</p> <p>12/9/19 – The type of bleacher was changed to one that includes accessible positions within the body of the bleacher (lowest level) and includes railings at aisles. Changes incorporated in the Bid Documents.</p> <p>Jeff and Bruce pointed out that gates in fences at the least should be accessible, and Bruce advocated for their removal. Tom replied that the gates and fences are there to keep (honest) people off the fields when not in use, and to keep stray balls and children from going into the street when in use.</p> <p>D&W has reviewed the clearance requirements and all gates meet pull-side and push side requirements. Accessible/ code compliant gate latch hardware review in progress.</p> <p>12/9/19 – Accessible/ code compliant gate latch hardware incorporated in the Bid Documents.</p> <p>At the rear or north U-10 soccer field, Bruce stated that in Northbridge the rule or convention is that players are on one side of the field and spectators on the other. He advocated for more access to both the assumed player side of the field (west) and the spectators' side (east). He proposed adding a hard-surface accessible route to at least the third-point of the spectator side, and to both bench areas on the player side to facilitate coaches who might be mobility impaired. Tom stated that this would be a big change at this point, and D&W will study the code requirements. He pointed out that the ambulance access turn-around is of accessible slope and is intended to be the accessible route to the field facility.</p> <p>D&W has reviewed the proposed paved route to player benches and determined that it is outside the requirements of the ADA and MAAB.</p> <p>The field is defined as the playing area plus a safe runoff distance around it, which is in this case is about 15' on all sides of the field. The accessible route to the field that meets slope requirements is the driveway of the ambulance turnaround, which will normally be unused and available to anyone to access the field. This drive serves the edge of the field, which in our interpretation is providing access as required. From a safety standpoint, it is also not practical to install a hard surface directly adjacent to a grass sports field, as injuries would possibly result. Also, adding a paved walkway so close to the wetland at this stage in the project would trigger re-permitting issues.</p> <p>A paved walkway near the base of the east slope could feasibly be designed, which could provide additional accessibility for spectators, and be just</p>	<p>D&W to confirm spec of bleachers for accessibility.</p> <p>D&W will confirm accessibility of gates.</p> <p>D&W will study accessibility code related to fields and report back.</p>	Open.

	<p>outside the safe runoff distance from the sideline, but this would be above and beyond the code requirements.</p> <p>12/9/19 – These requests were studied and determined to be outside the accessibility code requirements and were not included.</p>		
01-7	<p>Toilet Rooms:</p> <p>Jeff indicated that door swings into toilet rooms cannot impinge upon required 5'-0" turning radius, unless the doors have closers. Tim confirmed the doors have closers.</p> <p>The plan of the large group toilet rooms was discussed. Tim indicated the sinks will be changing location from the wall viewed from the outside of the room, to be split—two sinks to each side—mounted on the inside face of the outer wall. This was due to a recent Plumbing Board decision at another school. Bruce pointed out that thought this is an improvement, there are still issues with this design from a privacy standpoint. Tom replied that the single user toilet rooms across the corridor, as well as the SPED toilet room next to the Nurse are all available if more privacy is required. Jeff added that if required, a toilet room can be designated to a student with individual needs as part of an IEP. Bruce requested that D&W study adding a urinal to the single-user TR's next to the front entrance on Level 1. Tom pointed out the rooms are tight as-is, and adding a urinal might mean the changing tables would have to be removed as a result.</p> <p>D&W has studied the addition of urinals to the SUTRs adjacent to the entrance on Level 1 and determined that the urinals would not fit in the rooms as they are designed now. There is no room for them on the plumbing chase wall, and it is not clear they could be mounted on a normal 6" stud wall, the only surface available. Furthermore, that surface holds the wall-mounted baby changing tables, which would be displaced and cannot be provided elsewhere. They would result in additional plumbing costs that are over and above the accessibility requirements, as well as re-design costs. Accessible toilet facilities that meet the code have been provided, and administrative accommodations for IEPs can be provided in the building if needed, as it is designed.</p> <p>12/9/19 – This request was studied and determined to be outside the accessibility code requirements and was not included.</p>	D&W to study adding a urinal to the single-user TR's next to the front entrance.	Open.
01-8	<p>Sinks:</p> <p>Jeff asked if sinks in classrooms will have accessible knee clearance. Tim replied that they will. Jeff clarified that if the sinks also have a drinking fountain bubbler, it must also be accessible.</p> <p>Jeff asked about the use of the sinks in the cafeteria. Tom clarified that these are primarily dump sinks for students to get rid of extra liquids at the trash/recycling areas, and for cleanup of tables. Jeff stated these can be designed as side-approach sinks.</p>		Closed.
01-9	<p>Furniture:</p> <p>Jeff pointed out that 5% of seating positions in the cafeteria must be accessible, and that accessible seating positions must be integrated into the bleachers in the gymnasium.</p> <p>The tiered built-in seating for the reading nook in the Library was discussed. Jeff clarified that this element is treated as "bleachers" under the MAAB: 5% but not less than 1 position should be accessible and if over 1 position is required, seating should be distributed between the top and bottom. At the bottom, it should be "cut" into the seating so someone in a wheelchair would be "shoulder-to-shoulder" with someone seated next to them. At the top, having a companion seat next to the wheelchair seating location would be sufficient.</p> <p>D&W review of these elements is in progress. Accommodations will be accomplished for all these elements as discussed.</p>	D&W to confirm furniture and fixtures are accessible as noted.	Open.

BALMER – ACCESSIBILITY REVIEW MTG #1

July 10, 2019

Page 5 of 5

	12/9/19 – Accessible seating position in Library millwork incorporated in the Bid Documents. Cafeteria seating will include accessible positions. Gym bleachers will have accessible position “cutouts” in bottom row of seating.		
01-10	Field-Verification: Jeff stated that the Office on Disability can perform a construction phase walk-through when the building is around 75% - 80% complete to flag any as-built issues, but before the contractor is buttoned up and off the site.	D&W to advise Fontaine (CM) to insert a reminder in the schedule to allow for this review.	Open.

The above is intended to be an accurate summary of this meeting. Please contact me with any additions, deletions, and/or corrections, for incorporation into these minutes. After 10 days, we will accept these minutes as an accurate summary of our discussion and enter them into the permanent record of the project.

Sincerely,

DORE & WHITTIER ARCHITECTS, INC.
Architects ■ Project Managers

Tom Hengelsberg, AIA
Project Manager

Attachments

CC: Attendees
Jim Shuris, DPW Director
Joel Seeley, SMMA, OPM
Amy McKinstry, Superintendent
Gregory Rosenthal, Director of Pupil Personnel Services
Richard Maglione, Director of Facilities
Jill Healy, Director of Curriculum
Karlene Ross, Principal, Balmer School
Joel Kent, Project Manager, Fontaine Brothers Inc.
Consultant Team distribution
File



Project Management

Memorandum

To: W. Edward Balmer Elementary School Building Committee Date: 12/17/2019
From: Joel G. Seeley Project No.: 17020
Project: New W. Edward Balmer Elementary School
Re: Designer Amendment No. 21: Additional Civil Engineering Services for Permitting
Distribution: School Building Committee (MF)

DESIGNER AMENDMENT NO. 21: ADDITIONAL CIVIL ENGINEERING SERVICES FOR PERMITTING

FEE: \$15,400.00

REASON: Provide Civil Engineering Services to modify the Contract Documents to widen the access drive to 24 feet and modify the affected storm drainage system as requested during the Site Plan Approval Process with the Planning Board and provide Civil Engineering Services to perform hydrological watershed mapping and modeling as requested during the Notice of Intent permitting process with the Conservation Commission.

BUDGET AVAILABILITY: This Amendment would be funded out of the Other Reimbursable Costs Budget, ProPay Code 0203-9900 which has the current balance of \$59,665.87.

1000 Massachusetts Avenue
Cambridge, MA 02138
617.547.5400

www.smma.com

ATTACHMENT F

CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. 21

WHEREAS, the Town of Northbridge ("Owner") and Dore & Whittier Architects, Inc., (the "Designer") (collectively, the "Parties") entered into a Contract for Designer Services for the W. Edward Balmer Elementary School Project (Project Number 201502140001) at the W. Edward Balmer Elementary School on June 26, 2017 "Contract"; and

WHEREAS, effective as of December 17, 2019, the Parties wish to 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 Designer to perform services for the Design Development Phase, the Construction Phases, and the Final Completion Phase of the Project, 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 Designer shall be compensated by the Owner in accordance with the following Fee for Basic Services:

Fee for Basic Services:

	Original Contract	Prior Amendments	This Amendment	After this Amendment
Feasibility Study Phase	\$200,000.00	\$ 141,803.50	\$ 0.00	\$ 341,803.50
Schematic Design Phase	\$225,000.00	\$ 4,950.00	\$ 0.00	\$ 229,950.00
Design Development Phase	\$ 0.00	\$1,959,679.00	\$ 0.00	\$ 1,959,679.00
Construction Document Phase	\$ 0.00	\$2,779,281.00	\$ 15,400.00	\$ 2,794,681.00
Bidding Phase	\$ 0.00	\$ 227,830.00	\$ 0.00	\$ 227,830.00
Construction Phase	\$ 0.00	\$2,252,218.00	\$ 0.00	\$ 2,252,218.00
Completion Phase	\$ 0.00	\$ 164,136.00	\$ 0.00	\$ 164,136.00
Total Fee	\$425,000.00	\$7,529,897.50	\$ 15,400.00	\$7,970,297.50

This Amendment is a result of: Provide Civil Engineering relating to Driveway Widening and Offsite Watershed Analysis

MSBA ProPay 0203-9900

3. The Construction Budget shall be as follows:

Original Budget:	\$ <u>79,492,662.00</u>
Amended Budget	\$ <u>79,492,662.00</u>

4. The Project Schedule shall be as follows:

Original Schedule:	<u>December 20, 2021</u>
Amended Schedule	<u>December 20, 2021</u>

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

Alicia Cannon
(print name)
Board of Selectmen, Town of Northbridge
(print title)
By _____
(signature)
Date December 17, 2019

DESIGNER

Lee P. Dore
(print name)
Principal / Vice President, Dore & Whittier Architects
(print title)
By _____
(signature)
Date December 17, 2019



December 10, 2019

Mr. Joel Seeley, AIA
 COO, Executive Vice President
 Symmes, Maini & McKee Associates Project Management
 1000 Massachusetts Avenue
 Cambridge, MA 02138

Project: Balmer Elementary School - #17-0759

Subject: ASR #21

Dear Joel,

This additional service request is being forwarded by Nitsch Engineering in connection with two instances of work performed outside their contract, for which they wish to be paid:

1. **ASR 21A:** A request by the DPW Director and Fire Chief to have all roads in the project widened to 24 feet wide from the previously approved 22 feet wide, as presented and agreed to at the Technical Review Meeting of 1/23/19. Brief timeline:
 - Fire/Police Meeting, 9/19/2017 – schematic plans presented to Fire Chief, no road width dimensions noted at that time
 - Code Officials Meeting, 4/3/18 – rear drive noted at 19' wide, others at 20'. Chief directs Nitsch to evaluate widths (especially rear) and run turning radii of largest fire apparatus. (minutes attached)
 - Technical Review Meeting, 1/23/19 – Fire Chief White and DPW Director James Shuris in attendance. Rear drive had already been widened from 19' to 20' sometime in late 2018. By this meeting it had been widened again to 22', presumably as a result of Nitsch turning radii study. Chief requests that corners of the rear drive be signed and striped "No Standing" to maximize turning space for apparatus. Measures incorporated after this meeting, which was understood to meet the approval of the officials at the meeting. (minutes attached)
 - Permit Drawings submitted for Town Department review, 4/9/2019, with 22' wide drives per acceptance at 1/23/19 meeting.
 - Permit Application review letters: 5/14/19 – DPW Director Shuris requires that all drives within the project boundary be 24 feet wide. 5/15/19 – Fire Chief White requires all drives to be 24 feet wide.
 - ERP#1 Civil/ Site Documents issued 5/24/2019 with 24' wide drives

One should note the timing of this change. The team got the notification of the change ten calendar days before the deadline to submit the drawings for permitting. Nitsch worked extreme amounts of overtime to get the change incorporated and still made the deadline.

As Nitsch communicated to us, the issue was not only widening the drives, but more substantially, moving all of the underground drainage structures, catch basins, and

appurtenances to align with the new curb locations, and the re-modeling of the drainage design for the permit record, as well as other work detailed in their attached invoice.

This is a clear example of an Extra Service as provided in Art. 8.2 of our contract, which states, "The Designer shall perform any of the following services as Extra Services:"

"8.2.2: Substantially revising previously approved reports, drawings, specifications or other documents to address changes authorized or requested by the Owner, including substantial changes in its size, quality, complexity, design..."

2. **ASR 21B:** At the request of the Conservation Commission, Nitsch provided hydrological watershed mapping and modeling, prepared flow calculations, and prepared a report summarizing findings regarding the proposed changes to the existing 36-inch culvert. The watershed that contributes to the flow into the 36" culvert is substantially outside the project site, and encompasses much of the neighborhood to the west, north, and east of the site, bounded by North Main Street/ Sullivan Drive, Fairlawn Street, Evergreen Circle, and Mason Road and its contributing streets.

Nitsch/D+W agree that this request for service is above and beyond the normal and customary design scope of Basic Services for the civil engineer on a project of this type and scope. We hereby submit for an additional service under article 8.2.12 of our contract.

In both of these cases, services were provided prior to Client approval due to the pressing schedule of getting the Permit Drawings, Specifications, Reports, and Application submitted and approved, in order to keep the CM's aggressive schedule under ERP#1. We do apologize for the late date of this submission for additional services.

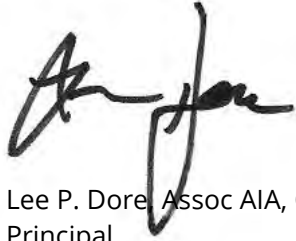
Please review and approve the attached invoices as follows:

ASR 21A – Driveway Widening	Nitsch Engineering	\$9,500
ASR 21B – Offsite Analysis	Nitsch Engineering	\$4,500
In accordance with Article 9 of our contract with the Owner, D+W hereby submits a fee for coordination of these additional services in the amount of 10%, or		\$1,400
TOTAL ASR #21		\$15,400

Please see the attached consultant proposals and supporting meeting minutes documentation which details scope of services and schedule. Please note that other provisions of the prime contract remain in force.

Sincerely,

DORE + WHITTIER

A handwritten signature in black ink, appearing to read 'Lee P. Dore', is positioned over the company name and title.

Lee P. Dore, Assoc AIA, CSI, LEED AP, MCPPO
Principal

Attachments:

- ASR 21A – Nitsch
- ASR 21B – Nitsch
- 2018_04-03 MM – NB Code Officials Mtg 1
- 2019_01-23 Balmer Technical Review MM

cc. D+W Distribution, File



MEETING MINUTES – Code Officials 1

DATE OF MEETING: April 3, 2018

PROJECT: W. EDWARD BALMER ES - SCHEMATIC DESIGN

PROJECT NO.: 17-0759

SUBJECT: Meeting with Northbridge Building Code Officials

ATTENDING: Jim Sheehan – Northbridge Building Inspector
David White – NFD Chief
Tom Hengelsberg – PM, DWA
Tim Mullen – Job Captain, DWA
John F. Thompson – Code Specialist, DWA

ITEM	MINUTES	ACTION/ WHO	STATUS/ DATE
01-1	This was a meeting to open lines of communication with Jim Sheehan and the Building Inspector's office, continue the site planning discussion from previous Safety Committee meetings, review general code concepts, gain information on specific Fire Department requirements, and get a general understanding of the code review process. The discussion utilized the Code Plans, half-size copies of which were distributed to each official (attached).		Closed
01-2	David explained he is very familiar with the site plan, now having attended two presentations. Tom brought Jim up to speed with an explanation of general site layout, traffic flow, and identification of fire lanes and FD access. The overall MSBA project process was reviewed briefly, and that a grades PK-5 (1030 enrollment) school is the preferred option being pursued. Later in the meeting Chief White specified that during construction, he will require the same degree of access to the existing building as what now exists: the entire front (south) and much of the west side are currently accessible to vehicles.	DWA to follow up with CM to confirm phasing plan includes access.	Open
01-3	Jim asked if there are any known features of the design not currently in compliance with the Zoning ordinance. Tom replied that the parking space count, though greater than the minimum number required for school operation, is less than the Zoning requirement, which seems to have been written with a high school in mind. [Specific numbers were not discussed at the meeting but they are: <ul style="list-style-type: none"> • Minimum school parking requirement (165 staff and 40 visitors): 205 spaces; • Parking provided in current plan: 254 spaces; • Zoning required parking: 381 spaces (1 per 300 net square feet of program space- <i>Zoning Sec. 173-27.C</i>)] 	DWA to follow up with Zoning Department.	Open

ARCHITECTS
PROJECT MANAGERS

260 Merrimac Street Bldg 7
Newburyport, MA 01950
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978.499.2944 fax

212 Battery Street
Burlington, VT 05401
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802.863.6955

www.doreandwhittier.com

	<p>Similarly, loading zones required by Zoning = 5 truck spaces; design is providing two (2), might increase to three (3).</p> <p>Tom stated the building is 3 stories and 42' tall, straddles R-2 and R-3 Districts, and complies with height and setback requirements in both, per a calculation contained in an exception for Community Facilities in the Zoning ordinance. (see attached)</p> <p>Jim stated these variations could probably be handled as "waivers" and that a formal variance process may not be required.</p>		
01-4	<p>Chief White asked about Fire Department Access and Hydrants. Tom reviewed access drive all around building, and possible apparatus setup locations. Chief White noted that if an alarm sounded during drop-off or pickup, it would be very difficult to steer apparatus around cars in queue on the back of the building. This drive is currently shown at 19 feet wide. NFD largest apparatus is a new 103' KME Aerial Cat ladder truck, which is 14 feet wide with outriggers extended.</p> <p>Tom proposed placing (4) hydrants, one on each corner of the building directly adjacent to the access drive. Chief White agreed, to be reviewed in more detail once placed.</p>	DWA/ Nitsch to run turning radii for the ladder truck to see if there are any issues. Site design team to evaluate width of rear access drive.	Open
01-5	<p>It was confirmed the building will be fully sprinklered. Flow test was performed in the Fall, witnessed by VAV International (FP engineer). Sufficient volume and pressure is present to avoid the need for a fire pump (report attached). Chief White believes an 8" water main should be sufficient, to be confirmed.</p> <p>It was agreed that Fire Department Connections will be located preliminarily on the west façade near the front entrance (close to flagpole), and the south façade on the Kitchen exterior wall, facing the car drop-off loop.</p> <p>Chief White asked that standpipe hose connections be located on each story, at the terminal landings, in each stair tower (excluding Stair 5).</p>	DWA to follow up with VAV to confirm these items are located on FP plans.	Open
01-6	Chief White requested that the fire alarm annunciator panel be located in the main entry vestibule, and be the resettable type. He said the Northbridge High School has a good setup with the main panel in the Admin area and a remote annunciator at the front entrance, where most alarms can be reset from the remote panel.	DWA to incorporate.	Closed
01-7	The proposed one-way drive connection to North Main Street was briefly reviewed. Tom indicated it may not be needed by the CM for construction phasing circulation, and the Police Chief still sees it as a potential liability more than an asset. Chief White reiterated at an 8% slope it would not be much use to Fire Department operations.	DWA to continue discussion of N Main connection and grades with SBC, and it will be priced as a separate line item in the SD estimate.	Open
01-8	Jim asked about locking systems in the school building. Tom and John explained the main vestibule "sally port" concept, general exterior door locking arrangements and practices, and the concept of compartmentation of the school wings using the double corridor doors with electric strike hardware controlled from the main office. It	During detailed design phases DWA to invite Sheehan and White, as well as	Open

	<p>was noted that these systems must be designed carefully to allow first responders access to the building during emergency operations to sweep the building for occupants.</p> <p>Tim confirmed that a “Knox Box” brand key safe will be provided in two (2) locations: the Main Entrance and adjacent to the Stair # 4 egress doors.</p>	Chief Warchol, to hardware/locking meeting(s).	
01-9	Tom confirmed that a radio repeater will be provided to strengthen the signal of first responders’ radios while in the building. Chief White stated there is an individual in Northbridge that does all the radio work for the Town, who should be consulted during detailed design.	DWA to confirm inclusion in the project.	Open
01-10	Chief White asked if there is a generator, and what is the fuel source? Tom pointed out the generator on the site plan, adjacent to the service yard, and that typically a diesel belly tank is used. Jim suggested using gas or propane. John stated that often it has been difficult to get the gas utility to certify reliability of the gas source. Chief White cautioned that the generator location is close to the eastern neighbors and this ought to be considered in design decisions.	DWA to follow up during detailed design.	Open
01-11	It was noted that the School District now maintains the grounds, and that there are no special provisions currently in the plans for indoor storage of gasoline or grounds-keeping equipment, mowers, etc.	DWA will follow up with the District on a plan for grounds-keeping.	Open
01-12	Chief White asked if a deep-fryer is contemplated for the Kitchen. Tim replied there may be one, but need to confirm. In any case, there is a hood, gas range and an Ansul system.	DWA to confirm.	Open
01-13	It was noted there is one single elevator serving the whole school, centrally located between the three wings. John confirmed it is a 3500# elevator sized to accommodate a stretcher diagonally in the cab, with space for two other individuals in the opposite corners. Chief White confirmed this is good. He mentioned that Northbridge is using electric assisted gurneys which may be larger than typical gurneys.	DWA to follow up and get cut sheet for electric assisted gurney	Closed
01-14	<p>Jim asked if there is roof access and where? Tim noted there is a roof access hatch served by a permanent ladder, located in a third story service closet, and that there are permanent ladders on the building to access the various roof levels. Chief White stated that in most cases, the FD will use the ladder truck right away to set up roof access.</p> <p>DWA to size opening to accommodate a person with tools, filter box, or other larger objects, and provide for mobile winch next to hatch.</p>	DWA to execute.	Closed
01-15	Tom reviewed the concept of the Extended Learning Areas (ELAs) as related to egress. It was noted that the ELAs will contain permanent casework islands, locker islands, lockers/cubbies on walls, built-in casework at windows seats, as well as portable tables & stools/chairs and soft furniture. Chief White and Jim agreed that	DWA to incorporate floor pattern.	Open

	maintaining clear egress is a very high priority, and the floor pattern should be designed to indicate where clear egress widths are to be maintained, and where furniture can be placed. Design to be reviewed again as it is developed.		
01-16	John briefly explained the code concept for the building: Type IIB Construction, Noncombustible. The building is divided into two <i>separate buildings</i> separated by a 2-hour-rated reinforced masonry fire wall located at the narrow point of the plan. The large corridor opening on each story is protected by a “Won-Door” which accords closed upon activation of the fire alarm, and has push-button operation to allow egress, and closed automatically after passage of the occupants. This door functions as a <i>horizontal exit</i> from one <i>building</i> to the other. This concept was initially acceptable to Jim, subject to further review of details.	DWA to continue development of this concept.	Open
01-17	Assembly Use after-hours was briefly discussed. Both officials agreed that the Assembly spaces must be counted as Assembly Use, not as incidental uses under Educational Use Group. Jim mentioned that Stair #1 discharging into lobby/Corridor #1102 might require that the lobby be a rated enclosure. This may also be true for Stair #5.	DWA to continue to develop code narrative using this approach. DWA to provide response to lobby rating question.	Open
01-18	Stair #5, the central stair in the north Academic Wing, was discussed. This will be an egress stair, and will have fire rated glass assembly enclosure on three stories. Chief White is fine with the use of glass as long as it meets the code requirements. It is proposed to discharge this stair to the horizontal exit on the first level, whereupon those occupants can egress either through Stair #2 or Corridor #1129. The egress concept will need more code research before it is approved.	DWA to continue development and code research.	Open
01-19	Electrical Rooms were discussed. Electrical Rooms and closets will have sprinklers; Emergency Electrical Rooms will have no sprinklers, but be 2-hour rated enclosures.	DWA to implement	Closed
01-20	Tim stated DWA will number exterior entrance doors starting with the main entrance as 01 and proceeding clockwise around the building. Doors will have 6” minimum high permanent number signage applied. Chief White is fine with this approach.	DWA to implement	Closed

The above is intended to be an accurate summation of this meeting. Please contact me with any additions, deletions, and/or corrections, for incorporation into these minutes. After 10 days, we will accept these minutes as an accurate summary of our discussion and enter them into the permanent record of the project.

Sincerely,

DORE & WHITTIER ARCHITECTS, INC.
 Architects ■ Project Managers

BALMER ES FEASIBILITY STUDY – Code Officials. MTG 1
April 3, 2018
Page 5 of 5

Tom Hengelsberg, AIA
Project Manager

Attachments:

Feasibility Study – Preferred Schematic Report section 3.3.2 – Evaluation of Existing Conditions (with
Hydraulics Letter)

Drawing Sheets GC1-10, GC 1-20, CG 1-30 Code Plans

CC: Attendees
Chief Walter Warchol, NPD
Steve Von Bargaen, NPS Facilities Director
Joel Seeley, SMMA (OPM)
File



REGULATORY MEETING MINUTES DD-1

DATE OF MEETING: January 23, 2019

PROJECT: W. EDWARD BALMER ES

PROJECT NO.: 17-0759

SUBJECT: TECHNICAL REVIEW MEETING – DD #1

ATTENDING: Tom Hengelsberg – DWA Mark Kuras, DPW Sewer
 Tim Mullen – DWA Richard Maglione, NPS Dir Facilities
 Chief David White, NFD
 Sandy Brock, Nitsch James Sheehan, Building Inspector
 Engineering (Civil) David Pickart, Conservation Agent
 James Shuris, DPW Director
 Joel Seeley, SMMA (OPM) Gary Bechtholdt, Town Planner
 Jamie Luchini, DPW Highway Super
 Randy Swigor, WWC
 Chief Walter Warchol, NPD (partial)

ITEM	MINUTES	ACTION/ WHO	STATUS/ DATE
01-1	<p>BRIEF PROJECT OVERVIEW</p> <ul style="list-style-type: none"> Joel Seeley gave an overview of the project schedule, permitting schedule, and basic phases of the construction schedule, and stated that the purpose of this meeting will be to identify any requirements for the permitting submissions, red flag items that need to be attended to in advance of the submissions, or any other comments. TH gave a brief overview and update of the site plan, floor plans, and some exterior and interior 3-D renderings. There were no comments. 		Closed
01-2	<p>SITE PLAN REVIEW – CIVIL ENGINEERING</p> <p>Sandy Brock discussed some updates to the site plans:</p> <ul style="list-style-type: none"> Widened rear drive from 20' to 22'. Wider drive should address turn radius of fire apparatus. Chief White stated a 47' ladder truck (non-articulated) with a rear-mount 103' ladder (KME mfr.) needs to maneuver around rear of building. Even with wider dimension, drive corners will be marked "no standing" to allow fire trucks to pass when vehicles are waiting. Turn radius at parent drop-off (directly in front of entrance) is too tight. Need to be able to bring a fire apparatus to that location – key setup area for NFD. Will ease radius at expense of parking (rumble strip edge may be incorporated). Chief White stated that the turning model should use E-1 as the worst case scenario. 	Nitsch to incorporate comments.	Open

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978.499.2999 ph
978.499.2944 fax

	<ul style="list-style-type: none"> • Snow Removal: only pinch point is at N.E. corner of the building– 3' from face of curb to face of retaining wall. There was discussion of other snow plowing strategies. Nitsch to show snow storage areas on the site plan. • Concrete walks vs. Salt - No good solution, but design team had increased the spec from 3,000 psi conc. to 5,000 psi w/ air entrainment. • Joel asked, When site plan is submitted is there any specific information that needs to be included beyond typical site plan notations? DPW indicated that turning radii and traffic flow arrows should be shown on layout plans. • Sandy explained, the 36" stormwater line drains the wetland used to be a stream that was put into a culvert. The new line will go under the building, with respect to structural bays & footings. Material will be ductile iron under the building, with the remainder to be PVC. It will have man-holes at both ends. Alternate routes around the building in both directions were explored and determined not feasible. • The line relocation is one of the first items that needs to be built on the site. The existing pipe must be kept on-line until new pipe is installed and connected • Existing headwall and pipe will remain undisturbed within no-built area of wetland. • No wildlife accommodations are required with the re-build – no sensitive species present. • David Pickart requested that the submission include a turf management plan that spells out in detail the LEED requirements that will be followed (not just quoting that the plan will comply with LEED). • Gary mentioned that the plans would be peer-reviewed, and the Town uses two firms. Sandy expressed a preference for Graves Engineering, but pointed out that Graves does peer reviews for the Grafton, MA Conservation Commission where she is Chair, and that she did not see a conflict there. 		
01-3	<p>ELECTRICAL SERVICE:</p> <ul style="list-style-type: none"> • TH explained, Electrical will most probably be served from existing pole location at northwest edge of property, adjacent to/fed from Sullivan Drive. • The new service will connect on a new riser pole, then go underground around back of the school to the transformer on the northeast corner of the building. Secondary lines would go from there into the main electrical room. • Service will not be overhead through the woods, as currently exists for part of the way. • No comments. 		Closed
01-4	<p>WATER/SPRINKLER SERVICE:</p> <ul style="list-style-type: none"> • The water service is designed as a loop with connections along the east side of the site to Crescent Street, around back of the building, and using the narrow NW neck of the property that fronts onto North Main St. Randy Swigor expressed support for this design. • This route will need to be cleared for excavation of the trench. Sandy stated the intention is the re-vegetate this wooded disturbance area after construction. • Chief White asked where sprinkler and FD connection would be located. TH replied the water/sprinkler entrance is in the center of the building in the Boiler Room, at the narrow neck, accessible from the exterior east side via a 10' wide drivable walk through the courtyard. 	D&W to submit sprinkler plans as part of a follow-up Code Review meeting with Chief White and Building Inspector Jim Sheehan.	Open

	<ul style="list-style-type: none"> TH asked where would be the best location for the FD connection, and Chief White indicated he will need to see sprinkler plans before making that determination. Four fire hydrant locations were noted on the site plan. NFD to review and advise on final locations. 		
01-5	<p>SEWER SERVICE:</p> <ul style="list-style-type: none"> Sandy stated a 2% slope is design target for sewer lines (in lieu of 1/2%) Current flow is 35% of design flow Mark Kuras expressed some concerns with the proposed flow from the new building, with roughly double the population of the existing school. He explained that there are some low-slope sewer pipes in Lake Street, to which the Crescent Street line drains, and there has been an ongoing history of grease blockage in that pipe. TH and Sandy clarified that there will be an exterior grease trap and interior trap included in the new school design. Randy Swigor mentioned that there may be processes or chemical treatments to reduce grease outflow or to break it down. Mark requested that Nitsch provide a study of the sewer lines downstream of the new school to prove the lines can handle the proposed flow. Sandy replied that it would make more sense, and be less costly, for the Town's consulting firm, CDM, to do the study, as they know the system and have the model already. She indicated this would be an additional service cost for Nitsch to perform the study. 	Town to commission a study of Lake Street sewer line, etc. to determine capacity in serving the school project. Nitsch to provide design flow calculations for new building.	Open
01-6	<p>PARKING REQUIREMENT/ ZONING REVIEW</p> <p>TH walked through the updated calculations which were distributed to the group:</p> <ul style="list-style-type: none"> Zoning – partial zones R-5 (in front, on Crescent Street frontage) and R-2 (in rear) Side Yard Setbacks: <ul style="list-style-type: none"> Exception for Community Facilities (Sec 173-20: Table Notes) Height 43'-10" to cornice; nominally 44'-4" to average grade. R-2 Allowable Height = 35' – most restrictive of two zones Proposed Height = 44'-4" (44.33') Height Delta = 9.33' Setback multiplier = 2.0 Added Setback 18.66' Base Side Setback 10' Required Side Setback 28.66' Actual Side Setback 41.74' at northeast corner Parking: <ul style="list-style-type: none"> Zoning Requirement: 1 space per 300 NSF (Sec 173-27.C) Building NSF = 111,568 NSF Zoning Requires 372 parking spaces Desired Parking Program per District Working Group: <ul style="list-style-type: none"> 165 Staff + 40 Visitors 205 spaces Additional Event Parking 40 spaces Total Parking on Site Plan 245 spaces Seeking waiver for 127 spaces Loading Areas – Zoning requires 1 per 7,500 NSF + 1 per 15,000 NSF in excess <ul style="list-style-type: none"> Building NSF = 111,568 NSF Zoning Requires 8 loading spaces 		Open

	<p>Project has 2 Seeking waiver for 6 loading spaces</p> <ul style="list-style-type: none"> Jim Sheehan stated that these calculations should be submitted in a memo to the Town that details all applicable provisions of the Zoning Bylaws, shows which aspects of the project comply and which do not. If a variance is required, he noted the Zoning Board of Appeals, not the Planning Board, issues variances to the Zoning Bylaws. A wide-ranging discussion ensued about parking requirements for the site, with concerns expressed that there may not be enough spaces to support dual concurrent uses of school and Vail Field. TH explained the push-and-pull reality of parking on site: at this point the site is near maximum parking for the number of athletic fields required. Joel stated that the narrative all through planning has been there will be no net loss of field facilities in Vail and site-wide. TH noted, the town needs to decide how much infrastructure it want to build and maintain to handle potentially infrequent events. D&W will submit a matrix or table with School Administration input, showing likely scenarios of site usage at various times of day and evening including the school and Vail Field, to demonstrate that the proposed parking numbers will work with the site uses. Sandy suggested that an event parking plan could be developed that shows "overflow" parking using parts of the designed roadway system, being respectful of emergency access requirements. 	<p>D&W to submit memo to Town.</p> <p>D&W will submit parking study matrix.</p> <p>D&W/Nitsch will submit event parking plan as part of submission.</p>	
01-7	The meeting concluded with the Design Team's indication that they will follow up with Planning submissions in the first week of April 2019.		Closed.

The above is intended to be an accurate summation of this meeting. Please contact me with any additions, deletions, and/or corrections, for incorporation into these minutes. After 10 days, we will accept these minutes as an accurate summary of our discussion and enter them into the permanent record of the project.

Sincerely,

DORE & WHITTIER ARCHITECTS, INC.
Architects ■ Project Managers

Tom Hengelsberg, AIA
Project Manager

C: Attendees
Consultant Team distribution
File

November 15, 2019

Mr. Thomas Hengelsberg, AIA, LEED AP, MCARB, MCPPO
Project Manager
Dore & Whittier
212 Battery Street
Burlington, VT 05401

RE: Nitsch Proposal #12260.4P
Balmer Elementary School
Additional Services
Offsite Stormwater Analysis
Northbridge, MA

Dear Tom,

Nitsch Engineering is pleased to submit this Additional Services proposal to you (the Client) for professional civil engineering services associated with revising width of the driveways from 22-feet to 24-feet during permitting for the Balmer Elementary School in Northbridge, MA.

The driveway widening request occurred after the April 25, 2019 meeting with the Safety Committee where the design team believed that the submitted driveway widths were acceptable. In May the team learned that the Safety Committee was not completed with their review and then the request to widen all driveways to 24-feet during the midst of the permitting process. This occurred at a time when Nitsch Engineering was finalizing the permitting plans and caused a domino of revisions to the Layout, Grading, and Utility Plans. This change also caused revisions and adjustments to the stormwater design and calculations.

This letter summarizes our scope, assumptions, schedule, and fee.

SCOPE OF ADDITIONAL SERVICES

1. Redesign the site layout, grading, and utility design to accommodate the widening of the driveway to 24-feet;
2. Revise Layout Plans, Grading Plans, and Utility Plans to indicate the driveway widening to 24-feet;
3. Update watershed areas and HydroCAD (TR-20) model to include the additional impervious area as a result of the widening of the driveway to 24-feet;
4. Revise Drainage Report, Permitting Plans, and Peer Reviewer Letter; and
5. Resubmit plans and reports to Conservation Commission, Planning Board, and Peer Reviewer. Present revised plans at Conservation Commission and Site Plan public hearings.

COMPENSATION

Compensation for the Additional Services provided will be in accordance with the Standard Contract Terms of Nitsch Engineering's executed agreement with the Client, dated June 29, 2017. The costs for these services is **\$9,500.00** and will be billed on a time and material basis. Costs will not be incurred by Nitsch Engineering beyond this amount without verbal approval from the Client. Expenses are included in the above-listed fees.

Mr. Thomas Hengelsberg, AIA, LEED AP, MCARB, MCPPO:
Nitsch Proposal #12260.4P (Additional Services)
November 15, 2019
Page 2 of 2

Should the conditions of this Additional Services proposal meet with your approval, please sign the Client Authorization section below and return this Additional Services proposal to us for our files. If Nitsch Engineering is authorized to commence and/or continue providing its services on the project, either verbally or in writing, prior to the full execution of a written contract, such authorization will be deemed an acceptance of this Additional Services proposal, and all such services will be provided and compensated for in accordance with the terms and conditions contained herein as though this Additional Services proposal were fully executed by the Client.

If you have any questions, please call.

Very truly yours,

Nitsch Engineering, Inc.

:



Sandra A. Brock, PE, CFM, LEED AP BD+C
Vice President and Chief Engineer

SAB/

Q:\12260 Balmer Elem\Contract\05 Additional Services\Permitting AS\12260 AS - Permitting - Driveway Widening.docx

CLIENT AUTHORIZATION

This Additional Services proposal is hereby accepted by the Client as evidenced by the execution hereof, and such a person so executing the same on behalf of the Client does hereby warrant full authority to act for, in the name of, and on behalf of the Client.

Such acceptance provides full authorization for Nitsch Engineering to proceed with providing the Scope of Additional Services under the terms and conditions stated herein.

Signature

Date

Printed Name and Title

November 15, 2019

Mr. Thomas Hengelsberg, AIA, LEED AP, MCARB, MCPPO
Project Manager
Dore & Whittier
212 Battery Street
Burlington, VT 05401

RE: Nitsch Proposal #12260.4P
Balmer Elementary School
Additional Services
Offsite Stormwater Analysis
Northbridge, MA

Dear Tom,

Nitsch Engineering is pleased to submit this Additional Services proposal to you (the Client) for professional civil engineering services associated with preparing calculations and report for off-site stormwater analysis associated with the 36-inch culvert at the Balmer Elementary School in Northbridge, MA. This letter summarizes our scope, assumptions, schedule, and fee.

SCOPE OF ADDITIONAL SERVICES

1. Review available existing topography and watershed information to determine offsite watershed that contributes to the 36-inch culvert that crosses the existing Balmer Elementary School site;
2. Prepare watershed map of watershed and develop existing surface types for the watershed;
3. Prepare HydroCAD (TR-20) analysis of the off-site watershed to determine calculated flow to the headwall and potential ponding impacts at bordering vegetated wetlands caused by the change in route of the 36-inch culvert;
4. Prepare report on Nitsch Engineering's findings, submit report to Peer Reviewer for the Notice of Intent/Site Plan Permit, and respond to comments by the Peer Reviewer; and
5. Present off-site analysis at Conservation Commission and Site Plan public hearing for Notice of Intent .

COMPENSATION

Compensation for the Additional Services provided will be in accordance with the Standard Contract Terms of Nitsch Engineering's executed agreement with the Client, dated June 29, 2017. The costs for these services is \$4,500.00 and will be billed on a time and material basis. Costs will not be incurred by Nitsch Engineering beyond this amount without verbal approval from the Client. Expenses are included in the above-listed fees.

Should the conditions of this Additional Services proposal meet with your approval, please sign the Client Authorization section below and return this Additional Services proposal to us for our files. If Nitsch Engineering is authorized to commence and/or continue providing its services on the project, either verbally or in writing, prior to the full execution of a written contract, such authorization will be deemed an acceptance of this Additional Services proposal, and all such services will be provided and compensated for in accordance with the terms and conditions contained herein as though this Additional Services proposal were fully executed by the Client.

Mr. Thomas Hengelsberg, AIA, LEED AP, MCARB, MCPPO:
Nitsch Proposal #12260.4P (Additional Services)
November 15, 2019
Page 2 of 2

If you have any questions, please call.

Very truly yours,

Nitsch Engineering, Inc.

:



Sandra A. Brock, PE, CFM, LEED AP BD+C
Vice President and Chief Engineer

SAB/

Q:\12260 Balmer Elem\Contract\05 Additional Services\Permitting AS\12260 AS - Permitting - Off Site Analysis.docx

CLIENT AUTHORIZATION

This Additional Services proposal is hereby accepted by the Client as evidenced by the execution hereof, and such a person so executing the same on behalf of the Client does hereby warrant full authority to act for, in the name of, and on behalf of the Client.

Such acceptance provides full authorization for Nitsch Engineering to proceed with providing the Scope of Additional Services under the terms and conditions stated herein.

Signature

Date

Printed Name and Title

NEW W. EDWARD BALMER ELEMENTARY SCHOOL, WHITINSVILLE, MASSACHUSETTS**Change Order Budget Summary**

Change Order No.	Change Order Amount	Owner's Contingency Budget	
		\$ 3,974,633.00	Original PFA Budget
1	\$ 5,091.00		PCO-006
2	\$ 25,825.00		PCO-007; PCO-008; PCO-009; PCO-013
3			
4			
5			
6			
7			
8			
9			
10			
Change Order Total		Budget Total	Budget Balance
TOTAL	\$ 30,916.00	\$ 3,974,633.00	\$ 3,943,717.00



November 11, 2019

Mr. Joel Seeley, AIA, Executive Vice President
Symmes, Maini & McKee Associates
1000 Massachusetts Avenue
Cambridge, MA 02138

Project: Balmer Elementary School – 17-0759

Subject: Change Order #02

Dear Joel,

Please find enclosed for the Town of Northbridge's review and approval **Change Order No. 02 in the additional amount of \$ 25,825.00**. This Change Order includes the following items of necessary adjustment to scope, as follows:

Number	Item	Amount
PCO 007	Extra Tree Removal Work	\$6,763
Explanation	This item was initiated by the Owner when a site walk revealed certain dead or precariously leaning trees adjacent within the NW utility corridor that needed to be removed. Other selected trees on the boundary of the LOW line near the U-10 soccer field were also identified for cutting. Tree cutting outside the LOW was not included in the contract and was claimed as an extra cost by the Sitework Subcontractor. The work will be performed on a lump sum basis, and all documentation has been reviewed by D&W and verified by SMMA. Fontaine's PCO 007 is fair and reasonable for the necessary additional work. Approval is recommended.	
PCO 008	Existing RCP Drain Line Temp Tie-in	\$ 15,675
Explanation	This item was initiated by the CM via RFI 007, and includes added cost for labor, material, and equipment to re-route and unforeseen existing active RCP drain line from the existing school via temporary connection to the new site drainage system nearby. The work was performed on a T&M basis, and all documentation has been reviewed by D&W and verified by SMMA. Fontaine's PCO 008 is fair and reasonable for the necessary additional work. Approval is recommended.	
PCO 009	Additional Pavement Striping at Existing School	\$ 2,262
Explanation	This item was initiated by the Owner through a request in the weekly job meeting, and D+W provided a sketch for the work. The scope included added cost for labor, material, and equipment to re-stripe/re-mark parking spaces and add striping and other markings to the existing drive. The work was performed on a Lump Sum basis, and all documentation has been reviewed by D&W and verified by SMMA. Fontaine's PCO 009 is fair and reasonable for the necessary additional work. Approval is recommended.	

PCO 013	Town Fee Reimbursement	\$1,125
Explanation	This item was initiated by the CM through a request by the Sitework subcontractor. The contract stated that all fees would be waived for the project, yet the Town assessed several fees related to the water service connection in the street. After discussion with the Town, the fees were waived and the sub is entitled to reimbursement, which was a direct pass-thru from the CM with no markups. All documentation has been reviewed by D&W and verified by SMMA. Fontaine's PCO 013 is allowed under the contract. Approval is recommended.	

In summary, we recommend CO 02 in the amount of **\$25,825.00** for four (4) scope change items be approved. Please contact me if you have any questions.

Sincerely,

DORE + WHITTIER



Thomas E. Hengelsberg, AIA, LEED AP, NCARB, MCPPO
Project Manager

C /File

CHANGE ORDER

<input checked="" type="checkbox"/> Owner	<input checked="" type="checkbox"/> Civil	<input checked="" type="checkbox"/> FF&E
<input checked="" type="checkbox"/> Architect	<input checked="" type="checkbox"/> Landscape	<input checked="" type="checkbox"/> Sustainability
<input checked="" type="checkbox"/> Contractor	<input checked="" type="checkbox"/> Geotech	<input checked="" type="checkbox"/> Acoustics
<input checked="" type="checkbox"/> O.P.M	<input checked="" type="checkbox"/> Structural	<input type="checkbox"/> Other
<input checked="" type="checkbox"/> CX Agent	<input checked="" type="checkbox"/> MEP-FP	<input type="checkbox"/> Other



Project Name: **BALMER ELEMENTARY SCHOOL** CO No. **02**

Architect's Project No. **17-0759**

Owner: **Town of Northbridge** Architect: **DORE + WHITTIER**
7 Main Street
Whitinsville, MA 01588 **260 Merrimac St, Bldg 7,**
Newburyport, MA 01950

To: **Fontaine Brothers, Inc.** Issue Date **11/11/2019**
510 Cottage Street Contract Date: **6/18/2019**
Springfield, MA 01104

Attention: **Mr. James Mauer, Sr. Project Manager**

See attached list of 3 item(s) for a total of **\$25,825.00**

Not valid until signed by both the Owner and Architect.

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original Contract Sum was **\$22,249,646.00**

Net change by previously authorized Change Orders **\$5,091.00**

The Contract Sum prior to this Change Order was **\$22,254,737.00**

The Contract Sum will be **INCREASED** by this Change Order **\$25,825.00**

The new Contract Sum including this Change Order will be **\$22,280,562.00**

The Contract Time will be changed by **(0) days**

The Date of Substantial Completion as of the date of this Change Order therefore is ...**Phase 1: June 15, 2021**

.....**Phase 2: November 30, 2021**

AUTHORIZED:**ARCHITECT:**

DORE + WHITTIER
260 Merrimac Street, Bldg. 7
Newburyport, MA 01950

OWNER:

Town of Northbridge
7 Main Street
Whitinsville, MA 01588

CONTRACTOR:

Fontaine Brothers, Inc.
510 Cottage Street
Springfield, MA 01104

BY: _____

Date: _____

BY: _____

Date: _____

BY: _____

Date: _____

CCD / PR / PCO #	Description	Amount
PCO 007	Extra Tree Removal Work	\$6,763
PCO 008	Existing RCP Drain Line Temp Tie-in	\$ 15,675
PCO 009	Additional Striping at Existing School	\$2,262
PCO 013	Town Fee Reimbursement*	\$1,125
	*Direct CM pass-thru, no OH&P	
Total		\$25,825.00

Copies of supporting documentation for each item listed above is attached following.

**PROPOSAL
WORKSHEET SUMMARY**

Project: Northbridge Elementary School **PCO Number:** 007
To: Tom Hengelsberg - DWA **From:** Joel Kent - Fontaine Bros., Inc.
Re: Extra Tree Work **Date:** 10/4/19
Proposal Request Number: N/A

Description of change:

Added cost for labor and equipment to remove additional trees at the easement corridor identified in walk with DWA, FBI, SMMA, Guigli, and TreeTech on 8/1/19, along with additional trees flagged by Landscape Architect within project area.

SUBCONTRACTORS

1	Guigli	\$ 6,380
2		
3		
4		
5		

Submitted by Joel Kent Subcontractors Subtotal: \$ 6,380
CM OH&P: 5% \$ 319
CM Bond: 1% \$ 64
Date: October 4, 2019 Total: \$ 6,763

An extension of contract time of _____ calendar days is requested

**PROPOSAL
WORKSHEET SUMMARY**

Project: Northbridge Elementary School **PCO Number:** 008
To: Tom Hengelsberg - DWA **From:** Joel Kent - Fontaine Bros., Inc.
Re: Existing RCP Drain Line Temp Tie-In **Date:** 10/2/19
Proposal Request Number: RFI 007

Description of change:

Added cost for labor, material, and equipment to re-route unforeseen existing active RCP drain line from the existing school via temporary connection per RFI 007 response and attached correspondence.

SUBCONTRACTORS

1	Guigli	\$	14,787
2			
3			
4			
5			

Submitted by Joel Kent Subcontractors Subtotal: \$ 14,787
CM OH&P: 5% \$ 739
CM Bond: 1% \$ 148
Date: October 2, 2019 Total: \$ 15,675

An extension of contract time of _____ calendar days is requested



PROPOSAL WORKSHEET SUMMARY

Project: Northbridge Elementary School
PCO Number: 009
To: Tom Hengelsberg - DWA
From: Joel Kent - Fontaine Bros., Inc.
Re: Additional Striping at Existing School
Date: 9/12/19
Proposal Request Number: N/A

Description of change:

Added cost for labor, materials, and equipment to provide additional striping at existing school parking / drive areas per attached sketch provided by DWA 8/28/19.

SUBCONTRACTORS

1	Guigli	\$	2,134
2			
3			
4			
5			

Submitted by <u>Joel Kent</u>	Subcontractors Subtotal:	\$	2,134
	CM OH&P:	5%	\$ 107
	CM Bond:	1%	\$ 21
Date: <u>September 12, 2019</u>	Total:	\$	<u>2,262</u>

An extension of contract time of _____ calendar days is requested



PROPOSAL WORKSHEET SUMMARY

Project: Northbridge Elementary School
PCO Number: 013
To: Tom Hengelsberg - DWA
From: Joel Kent - Fontaine Bros., Inc.
Re: Town Fee Reimbursement
Date: 10/17/19
Proposal Request Number: N/A

Description of change:

Added cost for fees charged to Ernest Guigli & Sons for Road Opening, Trench Permit, and Utility License prior to town agencies acknowledging policy of fees being waived for the project. Please note, this change proposal is for reimbursement only and does not include OH&P on the part of the subcontractor or the Construction Manager.

SUBCONTRACTORS

1	Guigli	\$	1,125
2			
3			
4			
5			

Submitted by <u>Joel Kent</u>	Subcontractors Subtotal:	\$	1,125
	CM OH&P:	5%	\$ -
	CM Bond:	1%	\$ -
Date: <u>October 17, 2019</u>	Total:	\$	<u>1,125</u>

An extension of contract time of _____ calendar days is requested

NEW W. EDWARD BALMER ELEMENTARY SCHOOL, WHITINSVILLE, MASSACHUSETTS**Change Order Budget Summary**

Change Order No.	Change Order Amount	Owner's Contingency Budget	
		\$ 3,974,633.00	Original PFA Budget
1	\$ 5,091.00		PCO-006
2	\$ 25,825.00		PCO-007; PCO-008; PCO-009; PCO-013
3	\$ (32,384.00)		PCO-019
4			
5			
6			
7			
8			
9			
10			
Change Order Total		Budget Total	Budget Balance
TOTAL	\$ (1,468.00)	\$ 3,974,633.00	\$ 3,976,101.00



December 16, 2019

Mr. Joel Seeley, AIA, Executive Vice President
Symmes, Maini & McKee Associates
1000 Massachusetts Avenue
Cambridge, MA 02138

Project: Balmer Elementary School – 17-0759

Subject: Change Order #03

Dear Joel,

Please find enclosed for the Town of Northbridge's review and approval **Change Order No. 03 in the deductive amount of (\$32,384.00)**. This Change Order includes the following items of necessary adjustment to scope, as follows:

Number	Item	Amount
PCO 019	Deduct FBI's Builders Risk Insurance	(\$32,384.00)
Explanation	This item was initiated by the Owner in order to have the Town to carry a Builder's Risk Insurance policy, rather than the Construction Manager. Documentation has been reviewed by D&W and verified by SMMA. Approval of Fontaine's PCO 019 is recommended.	

In summary, we recommend CO 03 in the credit amount of **(\$32,384.00)** for one (1) scope change item be approved. Please contact me if you have any questions.

Sincerely,

DORE + WHITTIER

Thomas E. Hengelsberg, AIA, LEED AP, NCARB, MCPPO
Project Manager

C /File

CHANGE ORDER

<input checked="" type="checkbox"/> Owner	<input checked="" type="checkbox"/> Civil	<input checked="" type="checkbox"/> FF&E
<input checked="" type="checkbox"/> Architect	<input checked="" type="checkbox"/> Landscape	<input checked="" type="checkbox"/> Sustainability
<input checked="" type="checkbox"/> Contractor	<input checked="" type="checkbox"/> Geotech	<input checked="" type="checkbox"/> Acoustics
<input checked="" type="checkbox"/> O.P.M	<input checked="" type="checkbox"/> Structural	<input type="checkbox"/> Other
<input checked="" type="checkbox"/> CX Agent	<input checked="" type="checkbox"/> MEP-FP	<input type="checkbox"/> Other



Project Name:	BALMER ELEMENTARY SCHOOL	CO No.	03
Architect's Project No.	17-0759		
Owner:	Town of Northbridge 7 Main Street Whitinsville, MA 01588	Architect:	DORE + WHITTIER 260 Merrimac St, Bldg 7, Newburyport, MA 01950
To:	Fontaine Brothers, Inc. 510 Cottage Street Springfield, MA 01104	Issue Date	12/16/2019
		Contract Date:	6/18/2019
Attention:	Mr. James Mauer, Sr. Project Manager		

See attached list of 1 item(s) for a total of **\$(32,384.00)**

Not valid until signed by both the Owner and Architect.

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original Contract Sum was **\$22,249,646.00**

Net change by previously authorized Change Orders **\$30,916.00**

The Contract Sum prior to this Change Order was **\$22,280,562.00**

The Contract Sum will be **DECREASED** by this Change Order **\$(32,384.00)**

The new Contract Sum including this Change Order will be **\$22,248,178.00**

The Contract Time will be changed by **(0) days**

The Date of Substantial Completion as of the date of this Change Order therefore is ...**Phase 1: June 15, 2021**

.....**Phase 2: November 30, 2021**

AUTHORIZED:**ARCHITECT:**

**DORE + WHITTIER
260 Merrimac Street, Bldg. 7
Newburyport, MA 01950**

OWNER:

**Town of Northbridge
7 Main Street
Whitinsville, MA 01588**

CONTRACTOR:

**Fontaine Brothers, Inc.
510 Cottage Street
Springfield, MA 01104**

BY: _____

Date: _____

BY: _____

Date: _____

BY: _____

Date: _____

CCD / PR / PCO #	Description	Amount
PCO 019	Delete FBI's Builders Risk Insurance*	(\$32,384)
	*Direct CM pass-thru, no OH&P	
Total		(\$32,384)

Copies of supporting documentation for each item listed above is attached following.



PROPOSAL WORKSHEET SUMMARY

Project: Northbridge Elementary School
PCO Number: 019
To: Tom Hengelsberg - DWA
From: Joel Kent - Fontaine Bros., Inc.
Re: Credit Builder's Risk Policy
Date: 12/16/19
Proposal Request Number: N/A

Description of change:

Credit for the deletion of Fontaine Bros. Builder's Risk insurance policy, to be terminated at owner's request in lieu of owner-sourced insurance option.

SUBCONTRACTORS

1	Fontaine Bros., Inc.	\$ (32,384)
2		
3		
4		
5		

Submitted by <u>Joel Kent</u>	Subcontractors Subtotal:	\$ (32,384)
	CM OH&P:	5% \$ -
	CM Bond:	1% \$ -
Date: <u>December 16, 2019</u>	Total:	\$ (32,384)

An extension of contract time of _____ calendar days is requested

Joel Kent

From: David Fontaine, Jr. <djr@fontainebros.com>
Sent: Monday, December 16, 2019 3:22 PM
To: Joel Kent
Subject: FW: Northbridge - Builder's Risk

From: David Fontaine, Jr.
Sent: Tuesday, December 10, 2019 7:24 PM
To: Seeley, Joel <jseeley@smma.com>
Subject: Northbridge - Builder's Risk

Hi Joel,

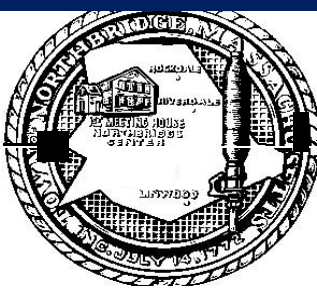
In reviewing it looks like through Amendment #2 \$35,199 has been paid towards BR. We will have expended approx. two months of the two year period if we make a switch between now and Christmas so 2 months of the 24 or 8.33%, call it 8%. This works out to \$2,815 through this period, the rest of which will be credited back. Please advise if this is acceptable.

Thanks,
Dave

David Fontaine, Jr | Vice President
Fontaine Bros., Inc. | Construction Managers _ General Contractors
510 Cottage Street, Springfield, MA 01104 | 12 E. Worcester Street, Worcester, MA 01604
C: 413.244.3463 | **T:** 413.781.2020 | **F:** 413.734.1881

[website](#) | [facebook](#) | [ENR New England Top Contractors 2019](#)

-celebrating 85 years in business-



Cabot Risk Strategies, LLC

Town of Northbridge



David Labonte
Senior Account Executive
December 4, 2019

Insurance Proposal



Member Sponsored Insurance Program

MUNICIPAL CONSTRUCTION PROTECTION

Introducing MIIA BuildPro, a builder's risk protection program custom designed for municipal building renovations, additions and new construction projects. Providing MIIA members broad coverage, risk management training and local expertise for all phases of construction.



BROAD COMPREHENSIVE COVERAGE

This specialized builder's risk protection program is part of the established underwriting partnership with The Hanover Insurance Group – A rated by A.M. Best Company. With pre-negotiated underwriting terms and conditions based on long-term experience with municipal construction projects, we are offering MIIA members a comprehensive solution featuring innovative coverages, customizable options and local support and simplified implementation. No matter the size or complexity of the building project, this program offers a customized approach to address the unique exposures at every phase of the process.

RISK MANAGEMENT SOLUTIONS

Together with Hanover, the MIIA BuildPro program offers expansive risk management solution resources, education and on-site support from construction experts who understand the unique requirements of the municipal market. From the planning stage to completion, the MIIA risk management team has the expertise and tools to guide members through every aspect of the project with the general contractor, and project manager including: project scope, onsite inspections, OSHA regulations and much more.

LOCAL SUPPORT, RESOURCES AND EXPERTISE

A dedicated team of experts has been assembled to provide the support, best practices and training at every step. The expanded training programs and tools include online resources, risk solution checklists, surveillance systems, along with webinars and workshops.

SPECIALIZED CLAIMS MANAGEMENT TEAM

Working in partnership with the MIIA claims team, Hanover is recognized for its expertise and service excellence, 24-hour claims response and efficient turnaround on payments.

BuildPro COVERAGE INCLUDES THE FOLLOWING AREAS:

- Property in transit & storage
- Flood & Earthquake coverages
- Municipal personal property
- Construction trailers & site contents
- Ordinance & law coverages
- Pollution cleanup
- Contract penalty coverage



CONTACT YOUR MIIA ACCOUNT EXECUTIVE FOR MORE INFORMATION.
ONE WINTHROP SQUARE, BOSTON, MA 02110 **800.882.1498**

MIIA

A MEMBERSHIP SERVICE
OF THE MASSACHUSETTS
MUNICIPAL ASSOCIATION

Cabot Risk Strategies LLC

Customized Risk Management Services

Cabot Risk Strategies serves thousands of individuals and families and hundreds of public entities, non-profits, health care and real estate businesses. Each year we manage over 4500 claims through our TPA Services. Our client base continues to expand, both within the region and within the industries we serve. We recognize that every client is different, with varying degrees of risk appetite and service specifications. That's why we work with a flexible service model. At Cabot, we provide customized risk management services to meet the unique needs of our clients. This approach offers clients complete 360° of protection.



Brokerage Services

Each client presents a specialized set of risks and exposures requiring a specialized solution. Whether for business and commercial risk or personal and family, we provide the right solution at the right price. To complement the management of retained risk, Cabot offers a full-service brokerage portfolio to deliver insured, guaranteed cost insurance products. Our goal is to help our clients establish a balanced mix of insured and self-insured products and services that will achieve the most desired, cost effective program.

Our Team

Our employees are dedicated professionals, and experts at what they do. They're client-focused individuals who enjoy resolving issues and developing innovative solutions. Cabot Risk Strategies is an independent, regional TPA with a New England focus. You'll find that makes us a little different. Our people are down-to-earth, always willing to share their expertise and take the time to get things right. Doing business with Cabot Risk Strategies means doing business with real people. And in these times of consolidations and constant change, that can make all the difference in the world.

Carriers

We work directly with over one hundred insurers. Among these are an elite group of superlative companies we have designated as our core insurer partners. We have chosen them for their:

- Strong service ethic and excellence
- Commitment to improving our clients' loss ratios
- Shared values of integrity, honesty, and business principles
- Innovation, flexibility, and ability to "think out of the box"
- Willingness to work as team members and partners
- Commitment to the local independent agency and the local community

AM Best Rating

A++ and A+ (Superior)

Assigned to companies which have, on balance, superior balance sheet strength, operating performance and business profile when compared to the standards established by the A.M. Best Company. These companies, in A.M. Best's opinion, have a very strong ability to meet their ongoing obligations to policyholders.

A and A- (Excellent)

Assigned to companies which have, on balance, excellent balance sheet strength, operating performance and business profile when compared to the standards established by the A.M. Best Company. These companies, in A.M. Best's opinion, have strong ability to meet their ongoing obligations to policyholders.

Financial Size Categories (FSC)

Assigned to all companies by A.M. Best, the FSC reflects company size based on capital, surplus and conditional reserve funds in millions of U.S. dollars using the scale below. The FSC is designed to provide the subscriber with a convenient indicator of the size of a company in terms of its statutory surplus and related accounts. Many insurance buyers only want to consider buying insurance coverage from companies that they believe have sufficient financial capacity to provide the necessary policy limits to insure their risks. Although companies utilize reinsurance to reduce their net retention on the policy limits they underwrite, many buyers still feel more comfortable buying from companies perceived to have greater financial capacity.

FSC I	less	than	1
FSC II	1	to	2
FSC III	2	to	5
FSC IV	5	to	10
FSC V	10	to	25
FSC VI	25	to	50
FSC VII	50	to	100
FSC VIII	100	to	250
FSC IX	250	to	500
FSC X	500	to	750
FSC XI	750	to	1,000
FSC XII	1,000	to	1,250
FSC XIII	1,250	to	1,500
FSC XIV	1,500	to	2,000
FSC XV	greater	than	2,000



Member Sponsored Insurance Program

BUILDERS RISK

Named Insured: Town of Northbridge

Insurance Company: Hanover Insurance Company AM Best Rating: "A"

Policy Number: TBD

Policy Period: 24-Month Term – 12/04/2019 to 12/04/2021 or TBD

Description: New W. Edward Balmer Elementary School

Covered Location[s]: 21 Crescent St, Whitinsville, MA 01588

Premium: \$86,438, including Terrorism
\$500 Minimum Earned Premium

Property

	<u>Limit</u>	<u>Coverage</u>
Limits & Coverages:	\$ 81,453,196	Jobsite Limit, Subject to
	\$ 81,453,196	New Construction, based on \$79,492,662 Construction Budget and 2.5% Construction Changes
	\$ 4,000,000	Soft Costs
	Included	Equipment Breakdown/Boiler & Machinery
	Included	Testing
	\$ 25,000,000	Flood, Annual Aggregate
	\$ 25,000,000	Earthquake, Annual Aggregate
	\$ 1,000,000	Off-Site Storage Locations
	\$ 1,000,000	Transit
	Included	Ordinance or Law – Undamaged Portion
	\$ 1,000,000	Ordinance or Law - Demolition and Increased Cost of Construction
	25%/\$250,000	Debris Removal
	\$ 100,000	Fungus Coverage
	\$ 250,000	Pollutant Cleanup and Removal, except:
	\$ 50,000	Equipment Breakdown and Testing Pollutants



Member Sponsored Insurance Program

Builders' Risk continued:

\$ 100,000	Trees, Shrubs and Plants
5%/\$250,000	Expediting Costs
Included	Scaffolding
Covered	Expense to Re-Erect Scaffolding
Included	Site Preparation
\$ 100,000	Sewer Back-Up
10%/\$1,000,000	Insufficiency of Limits
\$ 25,000	Contract Penalty
\$ 50,000	Builders' Risk Green Coverage Endorsement

Deductibles:	\$ 5,000	Per Occurrence Combined, except:
	\$ 5,000	Equipment Breakdown Direct Coverages
	\$ 25,000	Earthquake
	\$ 25,000	Flood
	Included	Soft Costs, except Equipment Breakdown
	Included	Soft Costs, Equipment Breakdown

Terms & Conditions:	Permission to Occupy
	Replacement Cost as per coverage form
	No Coinsurance
	Quote valid 30 days
	\$856 Terrorism charge included

Subjectivities:	1. Signed ACORD application
	2. Favorable Loss Control Inspection and Compliance with any Recommendations

In order to bind coverage, we will need full payment made payable to and sent to Cabot Risk Strategies LLC.

TOWN OF NORTHBRIDGE

**I UNDERSTAND I AM RESPONSIBLE FOR PAYMENT
IN FULL WITHIN 10 DAYS**

ACCEPTED BY: _____

DATE: _____



Member Sponsored Insurance Program

This is a coverage summary, not a legal contract. This summary is provided to assist in your understanding of your insurance program. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss. Specimen copies of all policies are available for review prior to the binding of coverage.

In evaluating your exposure to loss, we have been dependent upon information provided by you. If there are other areas that need to be evaluated prior to binding of coverage, please bring these areas to our attention. Should any of your exposures change after coverage is bound, such as your beginning new operation, hiring employees in new states, buying additional property, etc., please let us know so proper coverage(s) can be discussed.

Higher limits may be available. Please contact us if you would like a quote for

Information Concerning Our Compensation: Unless otherwise specifically negotiated and agreed to with our client, our professional compensation is customarily based on commission calculated as a percentage of the premium collected by the insurer and are paid to us by the insurer. We may also receive from insurers and insurance intermediaries additional compensation (monetary and non-monetary), which is contingent on volume, profitability or other factors pursuant to agreements we may have with them relating to all or part of the business we place with those insurers or through those intermediaries. Such agreements may be in effect with one or more of the insurers with whom your insurance is placed, or with the insurance intermediary we use to place your insurance. In addition to commissions, we may charge fees to you provided however, such fees will always be identified separately and in agreement with you. We will be pleased to discuss with you further details of any contingent compensation agreements pertinent to your placement upon your request.



Member Sponsored Insurance Program



Risk Strategies LLC

15 Cabot Road
Woburn, MA 01801
Tel: 800.222.5963
Fax: 781.376.9907

PREMIUM NOTIFICATIONDATE: December 4, 2019BILL TO: Town of NorthbridgeINSURED: Town of Northbridge - W. Edward Balmer Elementary School**POLICY INFORMATION:**Policy# TBD - Hanover Insurance CompanyPolicy Description Builders' RiskPolicy Term: 12/04/2019 to 12/04/20212**COVERED LOCATION(S):**1. 21 Crescent Street, Whitinsville, MA 01588**PREMIUM DUE:**COVERAGEAMOUNT

Builders Risk

\$ 81,453,196

TOTAL

\$ 86,438**Please make check payable to:** Cabot Risk Strategies LLC**Mailing address:** 15 Cabot Road
Woburn, MA 01801

**PREMIUM DUE UPON RECEIPT. COVERAGE CANNOT BE BOUND WITHOUT FULL PAYMENT.
THANK YOU.**

TO: Director of Capital Planning
 FROM: Amy McKinstry
 Northbridge Public Schools
 W. Edward Balmer Elementary School
 MSBA Project ID Number: 201502140001
 DATE: December 17, 2019
 RE: Project Funding Agreement Budget Revision Request, NUMBER: 1

Pursuant to Section 3.6 of the Project Funding Agreement between the TOWN OF NORTHBRIDGE of Northbridge, Massachusetts (the "District") and the MASSACHUSETTS SCHOOL BUILDING AUTHORITY (the "Authority"), the District hereby requests a revision to the Total Project Budget, Exhibit A, dated April 29, 2019, for the W. Edward Balmer Elementary School Project. As required, the District has provided the information outlined in the table below to indicate the Total Project Budget categories (line items) affected, the amounts needed and the reasons for the proposed revision.

The District acknowledges and agrees that it will not seek reimbursement from the Authority for any costs that exceed the already approved line item limits set forth in Exhibit A until after the Authority has accepted this Total Project Budget Revision Request, and the Authority's ProPay system has been adjusted accordingly.

The District further acknowledges and agrees that in accordance with Sections 3.6 and 3.7 of the Project Funding Agreement, any revisions to the Total Project Budget will not result in an increase to the Total Facilities Grant amount set forth in Section 2.1 of the Project Funding Agreement.

The District further acknowledges and agrees that the need for these revisions to the Total Project Budget [have not/have] been identified in the OPM monthly report as required pursuant to the Contract for Owner's Project Management Services between the District and the OPM.

The District further acknowledges and agrees that all of the information contained in this Total Project Budget Revision Request has been reviewed and approved by the TOWN OF NORTHBRIDGE of Northbridge's School Building Committee, and it further certifies and acknowledges that the funds to pay for the costs associated with these proposed revisions are available as indicated by the signatures noted below.

Table 3: Budget Revisions not originally from Owner's or Construction Contingency

Use Table 3 below for identification of expenditures not originally from Owner's or Construction Contingency. The Current Total Project Budget, Exhibit A of the PFA dated April 29, 2019 is \$100,968,194. (Please attach all supporting documentation, e.g., executed contracts, amendments and/or supporting invoices for reimbursable expenses)

From Classification Code	From Classification Name	To Classification Code	To Classification Name	Budget Revision Amount	Reason for transfer	Amount Remaining in Revised Budget Line	MSBA USE ONLY		
							Ineligible/Cost/Scope Items excluded from the Total Facilities Grant		Note if any
							New Scope Exclusion	Transfer Scope Exclusion	
0199-0000	Other Administrative Costs	0105-0000	Owner's Insurance	\$10,000.00	Final Cost for Builders Risk Insurance	\$50,000.00			

By signing this Total Project Budget Revision Request, I hereby certify that I have read and understand the terms of this Request and further certify that the information supplied by the District in the tables is true, accurate and complete.

By signing this Total Project Budget Revision Request, I hereby certify that I have read and understand the terms of this Request and further certify that the information supplied by the District in the tables is true, accurate and complete.

By signing this Total Project Budget Revision Request, I hereby certify that I have read and understand the terms of this Request and further certify that the information supplied by the District in the tables is true, accurate and complete.

By: Alicia Cannon Title: Chief Executive Officer Date: December 17, 2019	By: Amy McKinstry Title: Superintendent of Schools Date: December 17, 2019	By: Michael LeBrasseur Title: Chair of the School Committee Date: December 17, 2019
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MASSACHUSETTS SCHOOL BUILDING AUTHORITY

Date: _____

By (Please Print): _____

Title: Director of _____

NEW W. EDWARD BALMER ELEMENTARY SCHOOL, WHITINSVILLE, MASSACHUSETTS**Change Order Budget Summary**

Change Order No.	Change Order Amount	Owner's Contingency Budget	
		\$ 3,974,633.00	Original PFA Budget
1	\$ 5,091.00		PCO-006
2	\$ 25,825.00		PCO-007; PCO-008; PCO-009; PCO-013
3			
4			
5			
6			
7			
8			
9			
10			
Change Order Total		Budget Total	Budget Balance
TOTAL	\$ 30,916.00	\$ 3,974,633.00	\$ 3,943,717.00

November 11, 2019

Mr. Joel Seeley, AIA, Executive Vice President
Symmes, Maini & McKee Associates
1000 Massachusetts Avenue
Cambridge, MA 02138



Project: Balmer Elementary School – 17-0759

Subject: Change Order #02

Dear Joel,

Please find enclosed for the Town of Northbridge's review and approval **Change Order No. 02** in the **additional amount of \$ 25,825.00**. This Change Order includes the following items of necessary adjustment to scope, as follows:

Number	Item	Amount
PCO 007	Extra Tree Removal Work	\$6,763
Explanation	This item was initiated by the Owner when a site walk revealed certain dead or precariously leaning trees adjacent within the NW utility corridor that needed to be removed. Other selected trees on the boundary of the LOW line near the U-10 soccer field were also identified for cutting. Tree cutting outside the LOW was not included in the contract and was claimed as an extra cost by the Sitework Subcontractor. The work will be performed on a lump sum basis, and all documentation has been reviewed by D&W and verified by SMMA. Fontaine's PCO 007 is fair and reasonable for the necessary additional work. Approval is recommended.	
PCO 008	Existing RCP Drain Line Temp Tie-in	\$ 15,675
Explanation	This item was initiated by the CM via RFI 007, and includes added cost for labor, material, and equipment to re-route and unforeseen existing active RCP drain line from the existing school via temporary connection to the new site drainage system nearby. The work was performed on a T&M basis, and all documentation has been reviewed by D&W and verified by SMMA. Fontaine's PCO 008 is fair and reasonable for the necessary additional work. Approval is recommended.	
PCO 009	Additional Pavement Striping at Existing School	\$ 2,262
Explanation	This item was initiated by the Owner through a request in the weekly job meeting, and D+W provided a sketch for the work. The scope included added cost for labor, material, and equipment to re-stripe/re-mark parking spaces and add striping and other markings to the existing drive. The work was performed on a Lump Sum basis, and all documentation has been reviewed by D&W and verified by SMMA. Fontaine's PCO 009 is fair and reasonable for the necessary additional work. Approval is recommended.	

PCO 013	Town Fee Reimbursement	\$1,125
Explanation	This item was initiated by the CM through a request by the Sitework subcontractor. The contract stated that all fees would be waived for the project, yet the Town assessed several fees related to the water service connection in the street. After discussion with the Town, the fees were waived and the sub is entitled to reimbursement, which was a direct pass-thru from the CM with no markups. All documentation has been reviewed by D&W and verified by SMMA. Fontaine's PCO 013 is allowed under the contract. Approval is recommended.	

In summary, we recommend CO 02 in the amount of **\$25,825.00** for four (4) scope change items be approved. Please contact me if you have any questions.

Sincerely,

DORE + WHITTIER



Thomas E. Hengelsberg, AIA, LEED AP, NCARB, MCPPO
Project Manager

C /File

CHANGE ORDER

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> Owner | <input checked="" type="checkbox"/> Civil | <input checked="" type="checkbox"/> FF&E |
| <input checked="" type="checkbox"/> Architect | <input checked="" type="checkbox"/> Landscape | <input checked="" type="checkbox"/> Sustainability |
| <input checked="" type="checkbox"/> Contractor | <input checked="" type="checkbox"/> Geotech | <input checked="" type="checkbox"/> Acoustics |
| <input checked="" type="checkbox"/> O.P.M | <input checked="" type="checkbox"/> Structural | <input type="checkbox"/> Other |
| <input checked="" type="checkbox"/> CX Agent | <input checked="" type="checkbox"/> MEP-FP | <input type="checkbox"/> Other |



Project Name: **BALMER ELEMENTARY SCHOOL** CO No. **02**

Architect's Project No. **17-0759**

Owner: **Town of Northbridge** Architect: **DORE + WHITTIER**
7 Main Street
Whitinsville, MA 01588 **260 Merrimac St, Bldg 7,**
Newburyport, MA 01950

To: **Fontaine Brothers, Inc.** Issue Date **11/11/2019**
510 Cottage Street Contract Date: **6/18/2019**
Springfield, MA 01104

Attention: **Mr. James Mauer, Sr. Project Manager**

See attached list of 3 item(s) for a total of**\$25,825.00**

Not valid until signed by both the Owner and Architect.

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original Contract Sum was **\$22,249,646.00**

Net change by previously authorized Change Orders **\$5,091.00**

The Contract Sum prior to this Change Order was **\$22,254,737.00**

The Contract Sum will be **INCREASED** by this Change Order **\$25,825.00**

The new Contract Sum including this Change Order will be **\$22,280,562.00**

The Contract Time will be changed by **(0) days**

The Date of Substantial Completion as of the date of this Change Order therefore is ...**Phase 1: June 15, 2021**

.....**Phase 2: November 30, 2021**

AUTHORIZED:

ARCHITECT:

DORE + WHITTIER
260 Merrimac Street, Bldg. 7
Newburyport, MA 01950

OWNER:

Town of Northbridge
7 Main Street
Whitinsville, MA 01588

CONTRACTOR:

Fontaine Brothers, Inc.
510 Cottage Street
Springfield, MA 01104

BY: _____

Date: _____

BY: _____

Date: _____

BY: _____

Date: _____

CCD / PR / PCO #	Description	Amount
PCO 007	Extra Tree Removal Work	\$6,763
PCO 008	Existing RCP Drain Line Temp Tie-in	\$ 15,675
PCO 009	Additional Striping at Existing School	\$2,262
PCO 013	Town Fee Reimbursement*	\$1,125
	*Direct CM pass-thru, no OH&P	
Total		\$25,825.00

Copies of supporting documentation for each item listed above is attached following.

PROPOSAL WORKSHEET SUMMARY

Project: Northbridge Elementary School
PCO Number: 007
To: Tom Hengelsberg - DWA
From: Joel Kent - Fontaine Bros., Inc.
Re: Extra Tree Work
Date: 10/4/19
Proposal Request Number: N/A

Description of change:

Added cost for labor and equipment to remove additional trees at the easement corridor identified in walk with DWA, FBI, SMMA, Guigli, and TreeTech on 8/1/19, along with additional trees flagged by Landscape Architect within project area.

SUBCONTRACTORS

1	Guigli	\$	6,380
2			
3			
4			
5			

Submitted by <u>Joel Kent</u>	Subcontractors Subtotal:	\$	6,380
	CM OH&P:	5%	\$ 319
	CM Bond:	1%	\$ 64
Date: <u>October 4, 2019</u>	Total:		<u>\$ 6,763</u>

An extension of contract time of _____ calendar days is requested

PROPOSAL WORKSHEET SUMMARY

Project: Northbridge Elementary School

PCO Number: 008

To: Tom Hengelsberg - DWA

From: Joel Kent - Fontaine Bros., Inc.

Re: Existing RCP Drain Line Temp Tie-In

Date: 10/2/19

Proposal Request Number: RFI 007

Description of change:

Added cost for labor, material, and equipment to re-route unforeseen existing active RCP drain line from the existing school via temporary connection per RFI 007 response and attached correspondence.

SUBCONTRACTORS

1	Guigli	\$	14,787
2			
3			
4			
5			

Submitted by Joel Kent

Subcontractors Subtotal: \$ 14,787

CM OH&P: 5% \$ 739

CM Bond: 1% \$ 148

Date: October 2, 2019

Total: \$ 15,675

An extension of contract time of _____ calendar days is requested

Project:

Northbridge Elementary School

PCO Number:

009

To:

Tom Hengelsberg - DWA

From:

Joel Kent - Fontaine Bros., Inc.

Re:

Additional Striping at Existing School

Date:

9/12/19

Proposal Request Number:

N/A

Description of change:

Added cost for labor, materials, and equipment to provide additional striping at existing school parking / drive areas per attached sketch provided by DWA 8/28/19.

SUBCONTRACTORS		
1	Guigli	\$ 2,134
2		
3		
4		
5		

Submitted by

Joel Kent

Date:

September 12, 2019

Subcontractors Subtotal:

\$ 2,134

CM OH&P:

5% \$ 107

CM Bond:

1% \$ 21

Total:

\$ 2,262

An extension of contract time of _____ calendar days is requested

Project:

Northbridge Elementary School

PCO Number:

013

To:

Tom Hengelsberg - DWA

From:

Joel Kent - Fontaine Bros., Inc.

Re:

Town Fee Reimbursement

Date:

10/17/19

Proposal Request Number:

N/A

Description of change:

Added cost for fees charged to Ernest Guigli & Sons for Road Opening, Trench Permit, and Utility License prior to town agencies acknowledging policy of fees being waived for the project. Please note, this change proposal is for reimbursement only and does not include OH&P on the part of the subcontractor or the Construction Manager.

SUBCONTRACTORS		
1	Guigli	\$ 1,125
2		
3		
4		
5		

Submitted by

Joel Kent

Date:

October 17, 2019

Subcontractors Subtotal:

\$ 1,125

CM OH&P:

5% \$ -

CM Bond:

1% \$ -

Total:

\$ 1,125

An extension of contract time of

calendar days is requested

NEW W. EDWARD BALMER ELEMENTARY SCHOOL, WHITINSVILLE, MASSACHUSETTS**Change Order Budget Summary**

Change Order No.	Change Order Amount	Owner's Contingency Budget	
		\$ 3,974,633.00	Original PFA Budget
1	\$ 5,091.00		PCO-006
2	\$ 25,825.00		PCO-007; PCO-008; PCO-009; PCO-013
3	\$ (32,384.00)		PCO-019
4			
5			
6			
7			
8			
9			
10			
Change Order Total		Budget Total	Budget Balance
TOTAL	\$ (1,468.00)	\$ 3,974,633.00	\$ 3,976,101.00

December 16, 2019

Mr. Joel Seeley, AIA, Executive Vice President
Symmes, Maini & McKee Associates
1000 Massachusetts Avenue
Cambridge, MA 02138



Project: Balmer Elementary School – 17-0759

Subject: Change Order #03

Dear Joel,

Please find enclosed for the Town of Northbridge's review and approval **Change Order No. 03 in the deductive amount of (\$32,384.00)**. This Change Order includes the following items of necessary adjustment to scope, as follows:

Number	Item	Amount
PCO 019	Deduct FBI's Builders Risk Insurance	(\$32,384.00)
Explanation	This item was initiated by the Owner in order to have the Town to carry a Builder's Risk Insurance policy, rather than the Construction Manager. Documentation has been reviewed by D&W and verified by SMMA. Approval of Fontaine's PCO 019 is recommended.	

In summary, we recommend CO 03 in the credit amount of **(\$32,384.00)** for one (1) scope change item be approved. Please contact me if you have any questions.

Sincerely,

DORE + WHITTIER

Thomas E. Hengelsberg, AIA, LEED AP, NCARB, MCPPO
Project Manager

C /File

CHANGE ORDER

<input checked="" type="checkbox"/> Owner	<input checked="" type="checkbox"/> Civil	<input checked="" type="checkbox"/> FF&E
<input checked="" type="checkbox"/> Architect	<input checked="" type="checkbox"/> Landscape	<input checked="" type="checkbox"/> Sustainability
<input checked="" type="checkbox"/> Contractor	<input checked="" type="checkbox"/> Geotech	<input checked="" type="checkbox"/> Acoustics
<input checked="" type="checkbox"/> O.P.M	<input checked="" type="checkbox"/> Structural	<input type="checkbox"/> Other
<input checked="" type="checkbox"/> CX Agent	<input checked="" type="checkbox"/> MEP-FP	<input type="checkbox"/> Other



Project Name: **BALMER ELEMENTARY SCHOOL** CO No. **03**

Architect's Project No. **17-0759**

Owner: **Town of Northbridge** Architect: **DORE + WHITTIER**
7 Main Street
Whitinsville, MA 01588 **260 Merrimac St, Bldg 7,**
Newburyport, MA 01950

To: **Fontaine Brothers, Inc.** Issue Date **12/16/2019**
510 Cottage Street Contract Date: **6/18/2019**
Springfield, MA 01104

Attention: **Mr. James Mauer, Sr. Project Manager**

See attached list of 1 item(s) for a total of **\$(32,384.00)**

Not valid until signed by both the Owner and Architect.

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original Contract Sum was **\$22,249,646.00**

Net change by previously authorized Change Orders **\$30,916.00**

The Contract Sum prior to this Change Order was **\$22,280,562.00**

The Contract Sum will be **DECREASED** by this Change Order **\$(32,384.00)**

The new Contract Sum including this Change Order will be **\$22,248,178.00**

The Contract Time will be changed by **(0) days**

The Date of Substantial Completion as of the date of this Change Order therefore is ...**Phase 1: June 15, 2021**

.....**Phase 2: November 30, 2021**

AUTHORIZED:

ARCHITECT:

DORE + WHITTIER
260 Merrimac Street, Bldg. 7
Newburyport, MA 01950

OWNER:

Town of Northbridge
7 Main Street
Whitinsville, MA 01588

CONTRACTOR:

Fontaine Brothers, Inc.
510 Cottage Street
Springfield, MA 01104

BY: _____

Date: _____

BY: _____

Date: _____

BY: _____

Date: _____

Project:

Northbridge Elementary School

PCO Number:

019

To:

Tom Hengelsberg - DWA

From:

Joel Kent - Fontaine Bros., Inc.

Re:

Credit Builder's Risk Policy

Date:

12/16/19

Proposal Request Number:

N/A

Description of change:

Credit for the deletion of Fontaine Bros. Builder's Risk insurance policy, to be terminated at owner's request in lieu of owner-sourced insurance option.

SUBCONTRACTORS		
1	Fontaine Bros., Inc.	\$ (32,384)
2		
3		
4		
5		

Submitted by

Joel Kent

Date:

December 16, 2019

Subcontractors Subtotal:

\$ (32,384)

CM OH&P:

5% \$ -

CM Bond:

1% \$ -

Total:

\$ (32,384)

An extension of contract time of _____ calendar days is requested

Joel Kent

From: David Fontaine, Jr. <djr@fontainebros.com>
Sent: Monday, December 16, 2019 3:22 PM
To: Joel Kent
Subject: FW: Northbridge - Builder's Risk

From: David Fontaine, Jr.
Sent: Tuesday, December 10, 2019 7:24 PM
To: Seeley, Joel <jseeley@smma.com>
Subject: Northbridge - Builder's Risk

Hi Joel,

In reviewing it looks like through Amendment #2 \$35,199 has been paid towards BR. We will have expended approx. two months of the two year period if we make a switch between now and Christmas so 2 months of the 24 or 8.33%, call it 8%. This works out to \$2,815 through this period, the rest of which will be credited back. Please advise if this is acceptable.

Thanks,
Dave

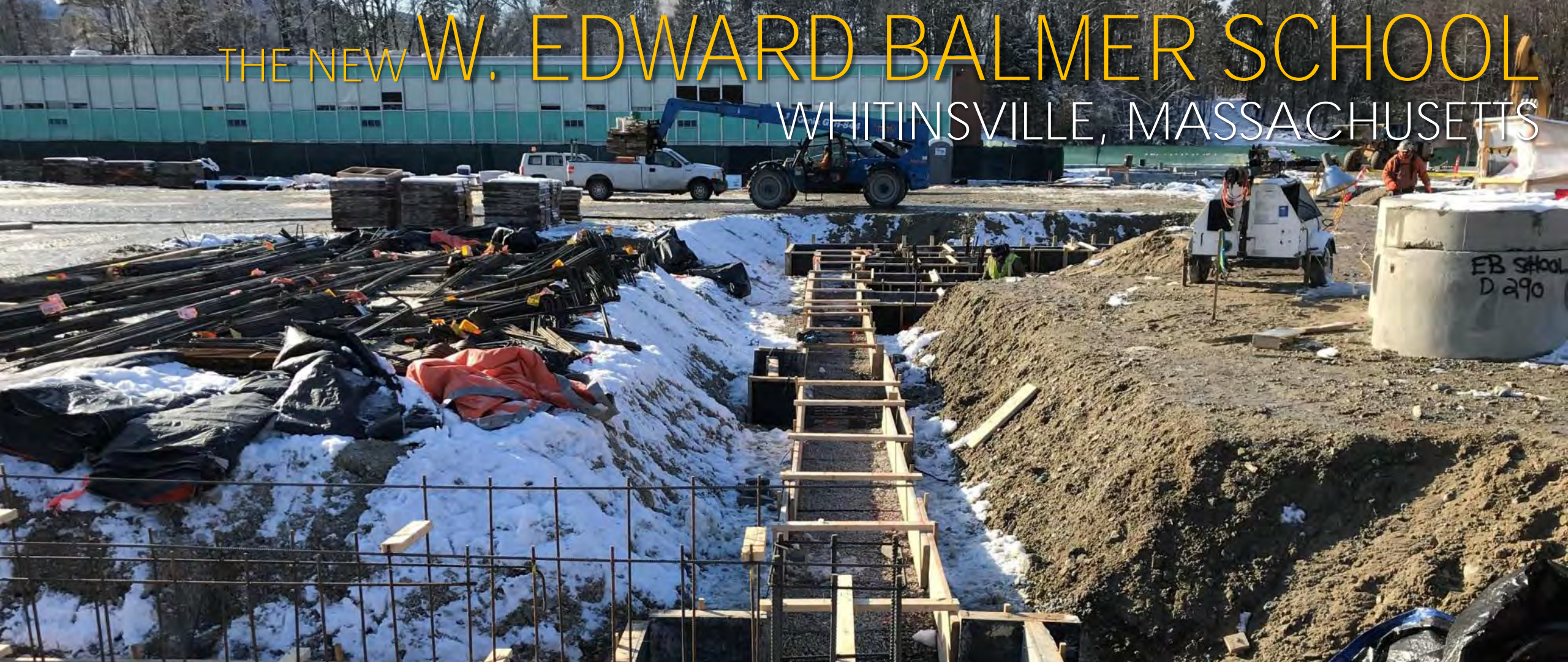
David Fontaine, Jr | Vice President
Fontaine Bros., Inc. | Construction Managers _ General Contractors
510 Cottage Street, Springfield, MA 01104 | 12 E. Worcester Street, Worcester, MA 01604
C: 413.244.3463 | **T:** 413.781.2020 | **F:** 413.734.1881

[website](#) | [facebook](#) | [ENR New England Top Contractors 2019](#)

-celebrating 85 years in business-

THE NEW W. EDWARD BALMER SCHOOL

WHITINSVILLE, MASSACHUSETTS



SCHOOL BUILDING COMMITTEE

DECEMBER 17, 2019



AGENDA

- Site: East Property Line Landscaping Updates
- Project Construction Update



EAST PROPERTY LINE – 230 MASON STREET



- Neighbor concerned about slope of grade on school side of line
- Investigation shows slope difficult for tree planting here
- Recommend extending wall to ease grade at this location
- Estimated Cost pending – new issue as of 11/12

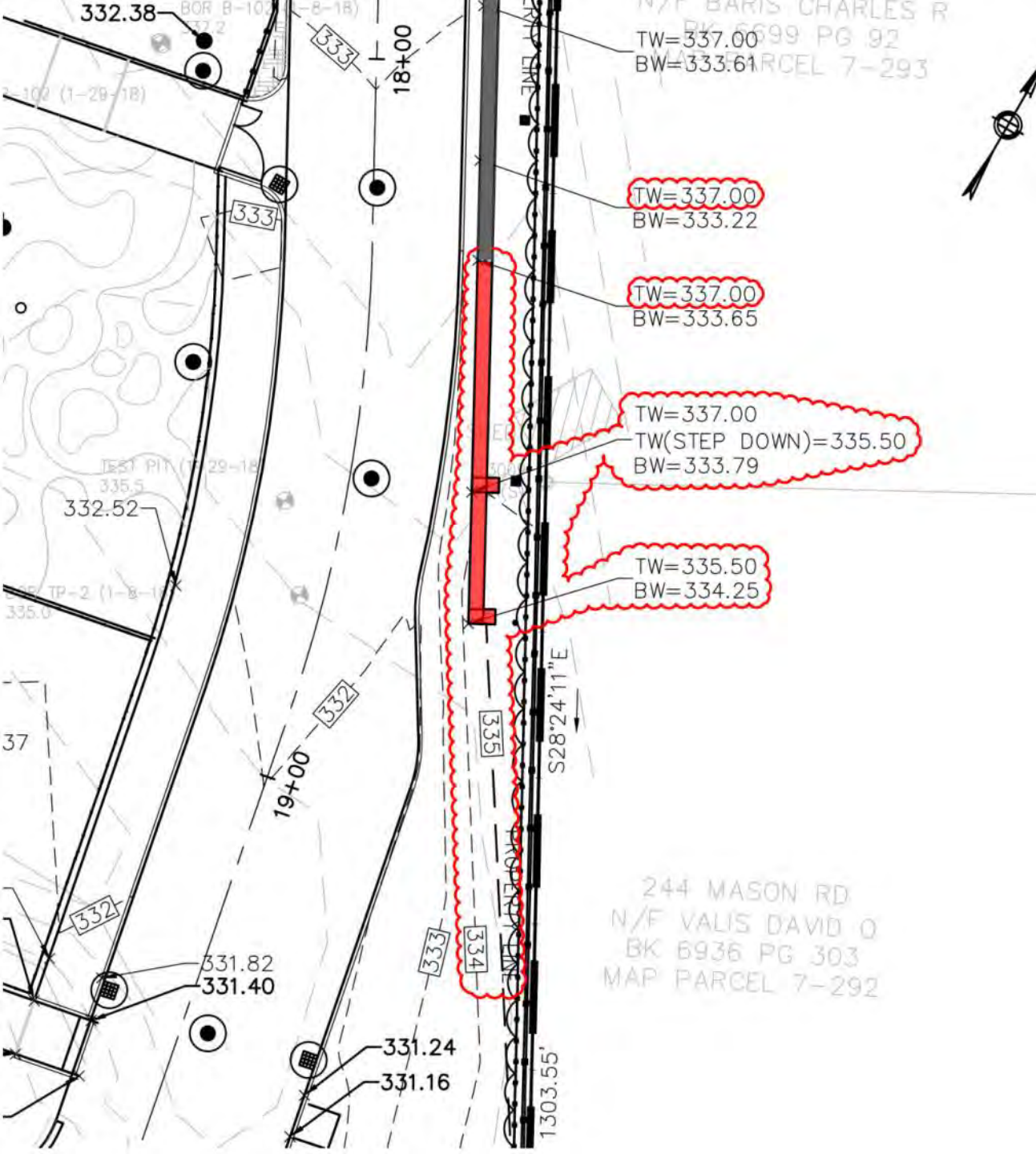


EAST PROPERTY LINE – 230 MASON STREET UPDATE



- Engineer has reviewed and agreed wall extension needed
- Sketch has been issued for pricing - Estimated Cost pending





EAST PROPERTY LINE – 230 MASON STREET UPDATE

- Engineer has reviewed and agreed wall extension needed
- Two new segments/ steps
- Makes grade at top of wall very close to grade on neighbor's side, while maintaining positive drainage away from neighbors' land
- Will not significantly affect tree planting





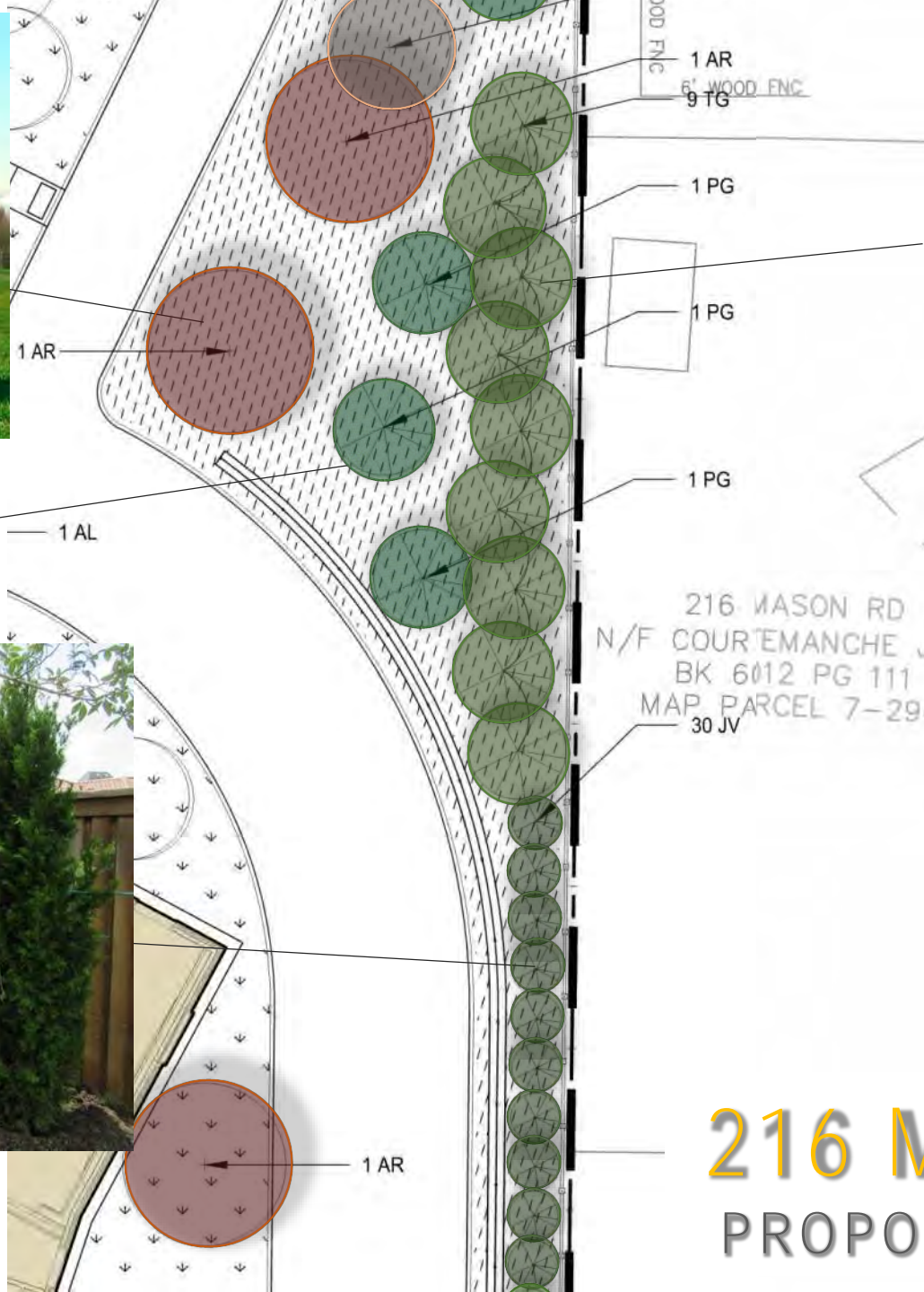
PG – White Spruce



AR – Red Maple



JV – Eastern Red Cedar

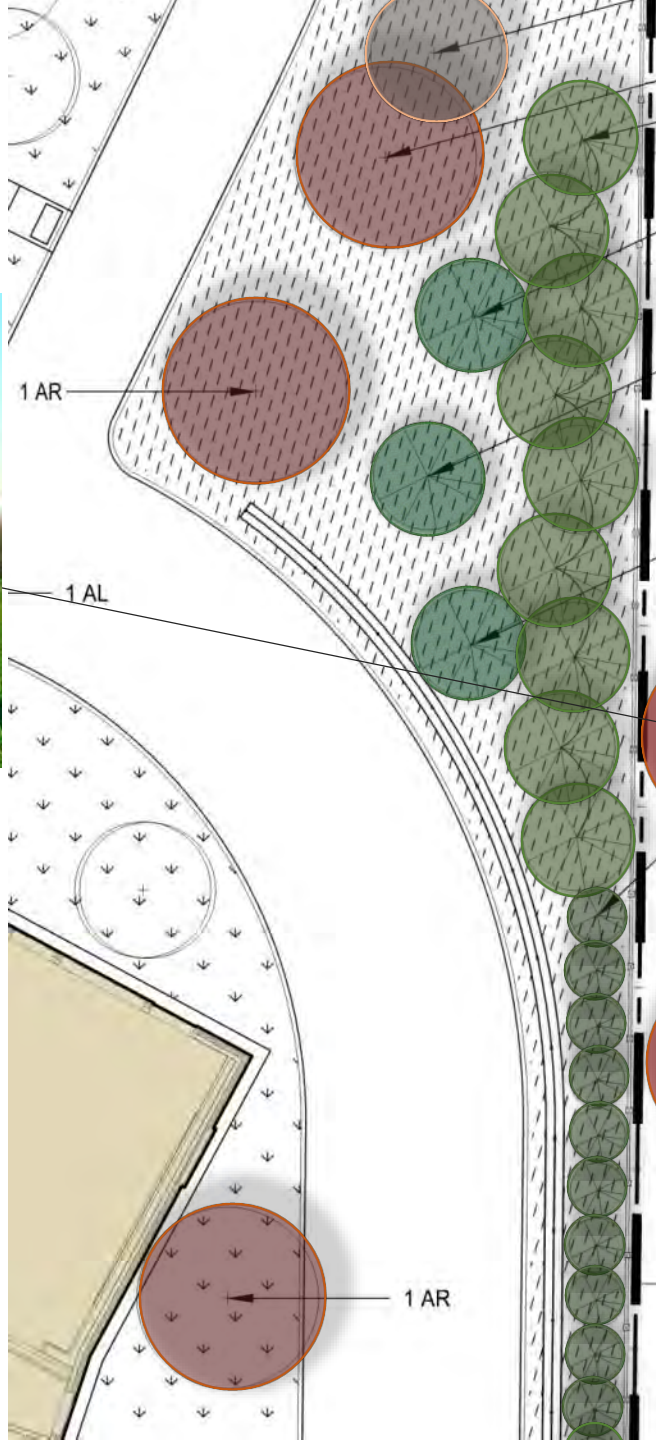


TG – Thuja 'Green Giant' Arborvitae

216 MASON ROAD
PROPOSED LANDSCAPING



(6) AR –
Red Maple
appx. 20'
dia. canopy
shown



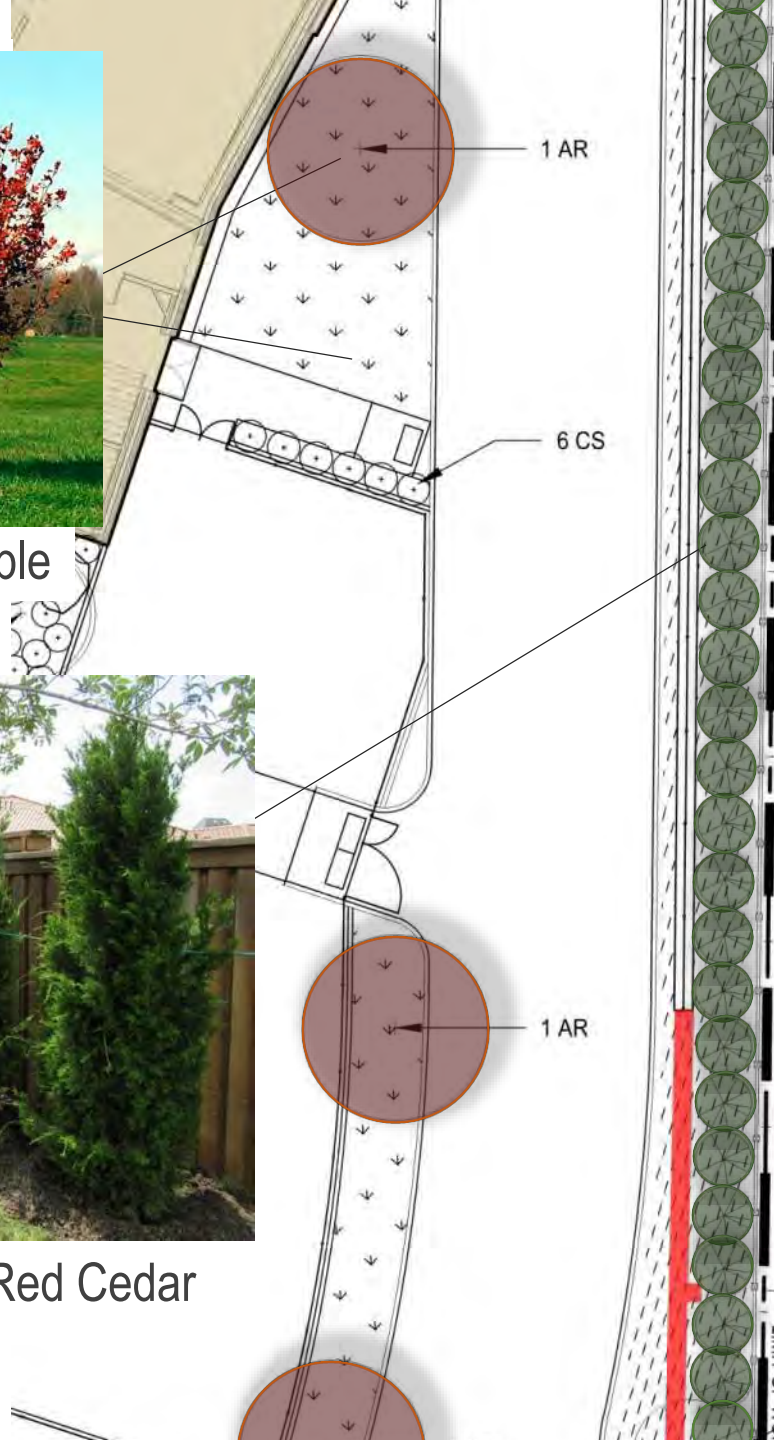
216 MASON ROAD
PROPOSED LANDSCAPING



AR – Red Maple



JV – Eastern Red Cedar



TG – Thuja 'Green Giant' Arborvitae

230 MASON ROAD

PROPOSED LANDSCAPING

TREE GROWTH EXPECTATIONS

SLIDE PROVIDED AFTER MEETING



Planted 10-12' High



Planted 3-3.5" caliper



Planted 7-8' High



Planted 10-12' High



Grows 13-24" per year
Mature 40-60' High,
10-20' spread

PG – White Spruce



Grows 13-24"+ per year
Mature 40-60' High,
30-40' spread

AR – Red Maple



Grows 13-24" per year
Mature 40-50' High,
8 - 20' spread

JV – Eastern Red Cedar



Grows 24"+ per year
Mature 50-60' High,
12 - 20' spread

TG – Thuja **'Green Giant' Arborvitae**

CONSTRUCTION UPDATE



Construction of
UDB #5



Finishing up
UDB #5,
south of
building

CONSTRUCTION UPDATE





CONSTRUCTION UPDATE

SDB #1 roughly 75%
complete



Fire hydrant
installation,
U-10 field
area

CONSTRUCTION UPDATE





Footing
Excavation
continues in
C-Wing (south
portion of the
building)

CONSTRUCTION UPDATE





Deep interior
footings, A-B
Wing

CONSTRUCTION UPDATE



CONSTRUCTION UPDATE



Placing
concrete in
Stair #4





Adding rebar to
footing forms,
C Wing





C-Wing
foundations –
Gym east wall

CONSTRUCTION UPDATE





Footing forms
stripped,
prepping for
wall forming,
C Wing

CONSTRUCTION UPDATE



CONSTRUCTION UPDATE



Placing
foundation
drain,
A Wing



QUESTION AND ANSWER

