# SMMA

#### **PROJECT MINUTES**

Project:	W. Edward Balmer Elementary School Feasibility Study	Project No .:	17020
Prepared by:	Joel Seeley	Meeting Date:	11/20/18
Re:	School Building Committee Meeting	Meeting No:	33
Location:	High School Media Center	Time:	6:30pm
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
$\checkmark$	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
$\checkmark$	Jeffrey Tubbs	Community Member with building design and/or construction experience	Voting Member
$\checkmark$	Peter L'Hommedieu	Community Member with building design and/or construction experience	Voting Member
$\checkmark$	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
$\checkmark$	Spencer Pollock	Parent Representative	Voting Member
✓	Adam Gaudette	Town Manager	Non-Voting Member
	Dr. Catherine Stickney	Superintendent of Schools	Non-Voting Member
✓	Richard Maglione	Building Maintenance Local Official	Non-Voting Member
$\checkmark$	Karlene Ross	Principal, W. Edward Balmer Elementary School	Non-Voting Member
	Jill Healy	Principal, Northbridge Elementary School	Non-Voting Member
	Gregory Rosenthal	Director of Pupil Personnel Services	Non-Voting Member
$\checkmark$	Lee Dore	D & W, Architect	
$\checkmark$	Thomas Hengelsberg	D & W, Architect	
$\checkmark$	Berglind Davis	D & W, Architect	
$\checkmark$	David Fontaine, Jr	Fontaine Bros, CM	
	Mark Abdella	Fontaine Bros, CM	
✓	Joel Seeley	SMMA, OPM	

PROVIDENCE, RHODE ISLAND

Item #	Action	Discussion
33.1	Record	Call to Order, 6:30 PM, meeting opened.
33.2	Record	J. Strazzulla announced the meeting will be video and audio recorded with live broadcast and future re-broadcast.
33.3	Record	Public Comments – no comments
33.4	Record	J. Strazzulla reviewed the 11/6/18 election results. The Debt Exclusion vote passed, achieving approximately 63% yes votes out of over 7,000 cast.
		J. Strazzulla expressed gratitude to the Committee for their hard work, including past members J. Marzec, S. Von Bargen, K. Perry, T. Kozak and T. Melia, and thanked C. Stickney, M. Walker, K. Ross and J. Healy for their educational leadership.
33.5	Record	A motion was made by J. Tubbs and seconded by P. Bedigian to approve the 10/16/18 School Building Committee meeting minutes. Motion passed unanimous by those attending.
33.6	Record	J. Seeley distributed and reviewed the Project Budget Status Report, dated 10/31/18, attached.
33.7	Record	Warrant No. 16 was reviewed. A motion was made by P. Bedigian and seconded by J. Tubbs to approve Warrant No. 16. No discussion, motion passed unanimous.
33.8	D. Fontaine T. Hengelsberg	D. Fontaine and T. Hengelsberg to review options for reducing the cut at the front of the site.
33.9	T. Hengelsberg	T. Hengelsberg to refine the sidewalk layouts for a future Committee meeting.
33.10	Record	J. Seeley distributed and reviewed Designer Amendment No. 11 for Basic Services for the Design Development through Construction Administration Phases, in the amount of \$7,246,042.00 to be charged against the Design Services Budget, which has a balance of \$7,246,042.00, attached.
		Committee Discussion:
		<ol> <li>J. Lundquist expressed concern that there is duplication of services during the construction phase of the Designer, OPM and CM, that development of a schematic design budget does not equal a final fee negotiation and that he would provide a listing of potential duplicative scope of work to align together and align associated fees for the construction administration phase.</li> <li>J. Seeley indicated that the Designer and OPM services are defined in the MSBA Standard Agreements for the Designer and OPM and were negotiated last April. The MSBA developed the required services in the two agreements to be complimentary, not redundant. The CM services defined in the CM agreement are based on the standard DCAMM CM agreement.</li> </ol>
		<ol> <li>P. L'Hommedieu asked if scope or schedule efficiencies are developed during the course of the design phase, is there an opportunity to revisit the construction phase fees if the scope of the Designer, OPM or CM construction phase services is reduced?</li> <li>J. Seeley indicated yes, if a material change in the scope or schedule is developed, the Designer, OPM and CM will revisit the fee.</li> </ol>

Item #	Action	Discussion
		3. A. Chagnon indicated that the Designer, OPM and CM agreements are for three entirely different scopes of work and that each is a lump sum contract that was already negotiated.
		<ul> <li>4. A. Chagnon asked if the site-related consultant fees are in addition to the Basic Services?</li> <li>J. Seeley indicated yes, the site-related consultant fees are in addition to the Basic Services fee.</li> </ul>
		A motion was made by A. Chagnon and seconded by A. Cannon to approve Designer Amendment No. 11, dated 11/20/18 and recommend signature by A. Cannon. No discussion, motion passed unanimous.
33.11	Record	J. Seeley distributed and reviewed OPM Amendment No. 1 for Basic Services for the Design Development through Construction Administration Phases, in the amount of \$2,558,004.00 to be charged against the Design Services Budget, which has a balance of \$2,558,004.00, attached.
		A motion was made by A. Chagnon and seconded by P. Bedigian to approve OPM Amendment No. 1, dated 11/20/18 and recommend signature by A. Cannon. No discussion, motion passed unanimous.
33.12	Record	J. Seeley distributed and reviewed the Notice to Proceed with Preconstruction Services, for the CM Agreement, attached.
		A motion was made by J. Tubbs and seconded by P. Bedigian to approve the Notice to Proceed with Preconstruction Services, dated 11/20/18 and recommend signature by A. Cannon. No discussion, motion passed unanimous.
33.13	T. Hengelsberg J. Seeley	J. Seeley distributed and reviewed the Draft Meetings and Agendas Schedule for the Design Development Phase, attached.
		Committee Discussion:
		<ol> <li>J. Tubbs requested that information and documents be provided to the Committee prior to the meeting at which the Committee is expected to make a decision on.</li> <li><i>T. Hengelsberg to provide the requested information ahead of the meeting.</i></li> </ol>
		2. J. Seeley to add a review of anticipated next meeting agenda items to each meeting agenda.
		<ol> <li>L. Dore indicated that there will generally be an Educational Working Group meeting at 4:30pm prior to each Committee meeting. All Committee members are welcome to attend. D&amp;W will distribute meeting minutes from each meeting to the Committee.</li> </ol>
		<ol> <li>J. Strazzulla asked who is on the Educational Working Group?</li> <li>L. Dore indicated C. Stickney, M. Walker, K. Ross, J. Healy, G. Rosenthal and R. Maglione are on the Educational Working Group.</li> </ol>
		5. K. Ross indicated that the 2/19/18 meeting is during school vacation week. J. Strazzulla will monitor the quorum as the meeting date gets closer.

Item #	Action	Discussion
33.14	J. Seeley	J. Seeley distributed and reviewed the draft Preliminary Project Schedule for the Design Development Phase thru Construction Phase, attached.
		Committee Discussion:
		<ol> <li>J. Tubbs asked if the Commissioning Agent testing duration is sufficient?         D. Fontaine explained that the Commissioning Agent will be on the project commencing from the design phase thru construction, and will start their testing during the progress of the construction. They will be on site on a regular basis to observe the work prior to testing.     </li> </ol>
33.15	Record	T. Hengelsberg reviewed the Abbreviated Notice of Wetland Area Delineation, ANRAD, process with the Conservation Commission. The ANRAD application is to be signed by A. Cannon and will be submitted to the Conservation Commission by the end of the week.
33.16	Record	T. Hengelsberg distributed and reviewed the Memorandum of Understanding with Mass Save, attached, who will be providing an energy incentive rebate for the project.
		A motion was made by A. Cannon and seconded by A. Chagnon to approve the Memorandum of Understanding and recommend signature by A. Cannon. No discussion, motion passed unanimous.
33.17	Record	Old or New Business
		<ol> <li>A. Gaudette provided an update on the project borrowing. A meeting was held on 11/15/18 with representatives from Uni-Bank, the Selectmen, Finance Committee, Town Manager, Town Treasurer, School Department, OPM and CM to review the borrowing schedule. The OPM and CM submitted an updated cash flow as a basis for the spending test on the phased borrowing process. The final process will be reviewed with the Selectmen for approval.</li> </ol>
33.18	Record	Next <b>SBC Meeting: 12/18/18 at 6:30 pm</b> at the High School Media Center. The anticipated agenda items are a review of updated site and floor plans, exterior elevations and materials and an introduction of the Commissioning Agent.
33.19	Record	A Motion was made by Jeff Tubbs and seconded by P. Bedigian to adjourn the meeting. No discussion, motion passed unanimous.

Attachments: Agenda, Project Budget Status Report, Warrant No. 16, Designer Amendment No. 11, OPM Amendment No. 1, Notice to Proceed with Preconstruction Services, Draft Meetings and Agendas Schedule for the Design Development Phase, draft Preliminary Project Schedule for the Design Development Phase thru Construction Phase, Memorandum of Understanding with Mass Save.

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

JGS/sat/P:2017\17020\04-MEETINGS\4.3 Mtg\_Notes\3-School Building Committee\32-2018\_16October-Schoolbuildingcommittee\Schoolbuildingcommitteemeeting\_16October2018\_DRAFT.Docx

Project Management

# **PROJECT MEETING SIGN-IN SHEET**

**SMMA** 

Project:	W. Edward Balmer Elementary School Feasibility Study	Project No.:	17020
Prepared by:	Joel Seeley	Meeting Date:	11/20/2018
Re:	School Building Committee Meeting	Meeting No:	33
Location:	High School Media Center	Time:	6:30pm
	427 Linwood Avenue, Whitinsville, MA		

Distribution:

Attendees, (MF)

1 SIGNATURE	ATTENDEES	EMAIL	AFFILIATION
for shorts	Joseph Strazzulla	jstrazzulla@nps.org	Chairman, School Building Committee
MILLION	Melissa Walker	mwalker@nps.org	School Business Manager, MCPPO
Isua Cannon	Alicia Cannon	Cannonhome0927@gmail.com	Member, Board of Selectmen, CEO
	Michael LeBrasseur	mlebrasseur@nps.org	Chairman, School Committee
Paul Bedinium	Paul Bedigian	bedigianps@cdmsmith.com	Representative of the Building, Planning, Construction Committee
The South	Steven Gogolinski	steve@gogolinskicpa.com	Representative of the Finance Committee
Mr Talls	Jeffrey Tubbs	itubbs@charter.net	Member of community with architecture, engineering and/or construction experience
herryla	Peter L'Hommedieu	PLHommedieu@shawmut.com	Member of community with architecture, engineering and/or construction experience
Mala	Jeff Lundquist	jlundquist@therichmondgroup.com	Member of community with architecture, engineering and/or construction experience
mm	Andrew Chagnon	achagnon@vertexeng.com	Member of community with architecture, engineering and/or construction experience
timper	Spencer Pollock	spencerpollock22@gmail.com	Parent Representative
and a	Adam Gaudette	agaudette@northbridgemass.org	Town Manager
71	Dr. Catherine Stickney	cstickney@nps.org	Superintendent of Schools, NPS
UMBYG	Richard Maglione	rmaglione@nps.org	Building Maintenance Local Official
Karlevetson	Karlene Ross	kross@nps.org	Principal, W. Edward Balmer Elementary School
	Jill Healy	jhealv@nps.org	Principal, Northbridge Elementary Schoo
	Gregory Rosenthal	grosenthal@nps.org	Director of Pupil Personnel Services
dann	Lee P. Dore	Ipdore@DoreandWhittier.com	Dore & Whittier Architects
thatter	Thomas Hengelsberg	thengelsberg@DoreandWhittier.com	Dore & Whittier Architects
- a ba a	David Fontaine, Sr.	DFontaine@fontainebros.com	Fontaine Bros., Inc.
and and 1	-David Fontaine, Jr.	dir@fontainebros.com	Fontaine Bros., Inc.
	Mark Abdella	mabdella@fontainebros.com	Fontaine Bros., Inc.
	Jim Mauer	Jmauer@fontainebros.com	Fontalne Bros., inc.
	Joel Seeley	jseeley@smma.com	SMMA

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Berglind Davis

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www.smma.com

Project Management SMMA

# Agenda

Project:	W. Edward Balmer Elementary School Feasibility Study	Project No.:	17020
Re:	School Building Committee Meeting	Meeting Date:	11/20/2018
Meeting Location:	High School Media Center	Meeting Time:	6:30 PM
	427 Linwood Avenue, Whitinsville, MA	Meeting No.	33
Prepared by:	Joel G. Seeley		
Distribution:	Committee Members (MF)		

- 1. Call to Order
- 2. Public Comments
- 3. Recognition
- 4. Approval of Minutes
- 5. Approval of Invoices and Commitments
- 6. Review Design Development Phase Schedule and Deliverables
- 7. Review Overall Project Schedule
- 8. New or Old Business
- 9. Committee Questions
- 10. Next Meeting: December 18, 2018
- 11. Adjourn

1000 Massachusetts Avenue Cambridge, MA 02138 617.547.5400

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#### **PROJECT MINUTES**

Project:	W. Edward Balmer Elementary School Feasibility Study	Project No.:	17020
Prepared by:	Sarah Traniello	Meeting Date:	10/16/18
Re:	School Building Committee Meeting	Meeting No:	32
Location:	High School Media Center	Time:	6:30pm
Distribution:	School Building Committee Members, Attendees (MF)		

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tendees.			
PRESENT	NAME	AFFILIATION	VOTING MEMBER
$\checkmark$	Joseph Strazzulla	Chairman, School Building Committee	Voting Member
$\checkmark$	Melissa Walker	School Business Manager	Voting Member
$\checkmark$	Alicia Cannon	Representative of the Board of Selectmen	Voting Member
$\checkmark$	Michael LeBrasseur	Chairman, School Committee	Voting Member
$\checkmark$	Paul Bedigian	Representative of the Building, Planning, Construction Committee	Voting Member
$\checkmark$	Steven Gogolinski	Representative of the Finance Committee	Voting Member
$\checkmark$	Jeffrey Tubbs	Community Member with building design and/or construction experience	Voting Member
$\checkmark$	Peter L'Hommedieu	Community Member with building design and/or construction experience	Voting Member
$\checkmark$	Jeff Lundquist	Community Member with building design and/or construction experience	Voting Member
$\checkmark$	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
$\checkmark$	Dr. Catherine Stickney	Superintendent of Schools	Non-Voting Member
	Richard Maglione	Building Maintenance Local Official	Non-Voting Member
$\checkmark$	Karlene Ross	Principal, W. Edward Balmer Elementary School	Non-Voting Member
$\checkmark$	Jill Healy	Principal, Northbridge Elementary School	Non-Voting Member
	Gregory Rosenthal	Director of Pupil Personnel Services	Non-Voting Member
$\checkmark$	Lee Dore	D & W, Architect	
	Thomas Hengelsberg	D & W, Architect	
$\checkmark$	David Fontaine, Jr	Fontaine Bros, CM	
	Mark Abdella	Fontaine Bros, CM	
$\checkmark$	Sarah Traniello	SMMA, OPM	
	Joel Seeley	SMMA, OPM	

PROVIDENCE, RHODE ISLAND

Item #	Action	Discussion
32.1	Record	Call to Order, 6:30 PM, meeting opened.
32.2	Record	J. Strazzulla announced the meeting will be video and audio recorded with live broadcast and future re-broadcast.
32.3	Record	Public Comments – no comments
32.4	Record	A motion was made by S. Gogolinski and seconded by P. Bedigian to approve the 10/2/18 School Building Committee meeting minutes. Motion passed unanimous by those attending.
32.5	Record	Community Forum No. 10
		J. Strazzulla led a discussion on Community Forum No. 10. There was good community turnout and Senator Michael Moore, State Representative David Muradian and a representative from Senator Ryan Fattman's office were in attendance. There were a lot of questions and the presentation went well.
32.6	S. Traniello	Town Meeting Presentation
		J. Strazzulla indicated the Fall Town Meeting presentation is being refined to be approximately 20-25 minutes.
		S. Traniello to forward the latest draft of the Fall Town Meeting presentation to the Committee for review and comment.
32.7	J. Strazzulla	<b>Community Outreach</b> Public Outreach was planned for Homecoming but was affected by the rainy weather. The poster boards have been located at each school, post office, community center and at Town Hall.
		Committee Questions:
		<ol> <li>Will the banner be installed prior to Fall Town Meeting and the Debt Exclusion Ballot Vote date?</li> <li>A. Cannon indicated the Pie Sale banner was up currently and would be coming down soon and replaced with the Balmer banner.</li> </ol>
		<ol> <li>Will the DPW sign be updated to indicate the Fall Town Meeting and Debt Exclusion Ballot Vote date?</li> <li>J. Strazzulla will confirm with A. Gaudette.</li> </ol>
		3. When does early voting occur? Early voting starts October 22 for 2 weeks prior to the Debt Exclusion Ballot Vote date and it is available during Town Hall hours and Saturday, 10/27/18.
		<ul><li>4. Will there be childcare during the Town Meeting?</li><li>C. Stickney indicated there would be childcare during Town Meeting.</li></ul>
		<ol> <li>J. Strazzulla encouraged all committee members to attend Fall Town Meeting and bring someone with them. He reminded the Committee that Fall Town Meeting is 10/23/18 and the Debt Exclusion Ballot Vote is 11/6/18.</li> </ol>

Item #	Action	Discussion
32.8	Record	Old or New Business - None
32.9	Record	Next SBC Meeting: TBD at 6:00 pm at the High School Media Center.
32.10	Record	A Motion was made by M. LeBrasseur and seconded by P. Bedigian to adjourn the meeting. No discussion, motion passed unanimous.

#### Attachments: Agenda.

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

JGS/sat/P:2017\17020\04-MEETINGS\4.3 Mtg\_Notes\3-School Building Committee\32-2018\_16October-SchoolbuildingcommitteeNeting\_16October2018\_DRAFT.Docx

W. Edward Balmer Elementary School Northbridge Public Schools Whitinsville, Massachusetts

PROJECT MANAGEMENT

SMIMA SMMA No. 17020

# **Project Budget Status**

Updated: 10/31/2018

Feasibility and Schematic Design Phase	MSBA ProPay Code	Agr 3/2	FSA Agreement 3/22/2017	Budget Revision 7/31/2017	Budget Revision 4/18/2018	Current Budget	Vendor	Ŭ	Committed	-	Balance
OPM	0001-0000	\$ 2(	\$ 00.000,00	(75,000.00)	200,000.00 \$ (75,000.00) \$ (20,000.00) \$ 105,000.00	\$ 105,000.00	SMMA	Ŷ	105,000.00	\$	ı
DESIGNER	0002-0000	\$	25,000.00 \$	525,000.00 \$ (100,000.00)		\$ 425,000.00	D&W	θ	425,000.00	Ф	I
Environmental and Site	0003-0000	\$	t0,000.00 \$	40,000.00 \$ 110,000.00		\$ 150,000.00	D&W	⇔	146,753.50	Ф	3,246.50
Other	0004-0000	\$	10,000.00 \$	65,000.00	10,000.00 \$ 65,000.00 \$ 20,000.00 \$ 95,000.00	\$ 95,000.00		÷	50,700.19 \$	⇔	44,299.81
Total Budget		\$ 1	\$ 775,000.00		I	\$ 775,000.00		÷	\$ 727,453.69	<mark>ج</mark>	47,546.31

Amount	495.00 Banner	360.00 Food Invoice for Public Meeting	400.00 Videography	464.94 Magic Master Swinger	50.00 Videography	75.00 Banner	250.00 Videography	100.00 Signage	198.00 Advertisement	1,476.00 Census Mailing	200.00 Signage Updates	450.00 Videography	40,000.00 PreConstruction Services	1,339.87 Mailing Fees	1,943.25 Printing Fees - Warrant 14	50.00 Videography	2,798.13 Presentation Boards - Warrant 15	50.00 Videography	50,700.19
Date	8/10/2017 \$	8/30/2017 \$	7/2017-9/2017 \$	9/27/2017 \$	10/17 - 11/7/2017 \$	11/9/2017 \$	10/3 - 11/21/2017 \$	2/20/2018 \$	2/4/2018 \$	3/6/2018 \$	4/11/2018 \$	12/19/17-5/2/17 \$	8/8/2018 \$	8/24/2018 \$	8/14/2018 \$	9/11/2018 \$	9/28/2018 \$	10/24/2018 \$	€
** Spent from Other	GraffitiWorks	First Night Uxbridge, Inc.	Richard Vallee Jr.	Amazon	James Viana	GraffitiWorks	Richard Vallee Jr.	GraffitiWorks	Telegram & Gazette	LHS Associates, Inc.	GraffitiWorks	Richard Vallee Jr.	Fontaine Bros., Inc.	Dore & Whittier - USPS Mailing Fees	Curry Printing	Sarah Wildfeuer	Dore & Whittier - Printing Costs	Sarah Wildfeuer	

	SCHOOL BUILDING COMMITTEE W. EDWARD BALMER ELEMENTARY SCHOOL	Page 6 of 12
	All meetings held at the	
	High School Media Center at 6:30 PM unless otherwise noted	
	MEETINGS SCHEDULE AND AGENDAS	
DATE	October 18, 2018	
DATE	AGENDA	
Design Development Pha November 20, 2018	BUILDING COMMITTEE MEETING	
NOVEITIDEI 20, 2016		
	Review Design Development Phase Schedule and Deliverables	
	Review Overall Project Schedule	
December 18, 2018	BUILDING COMMITTEE MEETING	
, -	Review Updated Site and Floor Plans	
	Review Exterior Elevations	
	Review Exterior Materials	
	Introduce Commissioning Agent	
January 2, 2019	BUILDING COMMITTEE MEETING (WEDNESDAY)	
	Review MEP Systems	
January 15, 2019	BUILDING COMMITTEE MEETING	
	Review Updated Site and Floor Plans	
	Review Interior Designs of Instructional Spaces	
	Review Interior Materials	
Echruch E 2010	BUILDING COMMITTEE MEETING	
February 5, 2019		
	Review Updated Site Plan and Floor Plans	
	Review Updated Exterior Elevations	1-1
	Review LEED-S Scorecard, Energy Model and Daylighting Mod	101
Eabruary 10, 2010	BUILDING COMMITTEE MEETING	
February 19, 2019		
	Review Updated Site and Floor Plans	
	Review Updated Interior Instructional Spaces	
	Review Interior Designs of Community Spaces	
	Review Updated Interior Materials	
	Review Preliminary Instructional FF&E	
	Review Preliminary Instructional Technology	
March 5, 2019	BUILDING COMMITTEE MEETING	
,	Review Final Site Plan, Floor Plan and Exterior Elevations	
	Review Final MEP Systems	
	Review Architectural Equipment	
	Review Final LEED-S Scorecard	

	SCHOOL BUILDING COMMITTEE W. EDWARD BALMER ELEMENTARY SCHOOL All meetings held at the High School Media Center at 6:30 PM unless otherwise noted MEETINGS SCHEDULE AND AGENDAS October 18, 2018	Page 7 of 12
DATE	AGENDA	
March 19, 2019	BUILDING COMMITTEE MEETING	
	Review Preliminary Design Development Cost Estimate	
	Value Engineering	
April 2, 2019	BUILDING COMMITTEE MEETING	
	Review Final Design Development Documents and Estimates	
	Vote to Submit Design Development Package to MSBA	
April 5, 2019	SUBMIT DESIGN DEVELOPMENT PACKAGE TO MSBA	
	ADDITIONAL MEETINGS TO BE SCHEDULED	



# **NEW CONSTRUCTION**

A Memorandum of Understanding for the Integrated Design Path for Large Buildings

The Integrated Design Path for Large Buildings ("Program") is provided by the Mass Save Program Administrators (PAs)<sup>1</sup>, as a comprehensive new construction offering for buildings over 100,000 sf (+/-) when PAs are engaged early in the project's design process. The purpose of the Program is to reduce building electrical and thermal energy demand and consumption by implementing cost effective design alternatives early in the design process when changes are feasible.

#### Applicability: Eligible projects are new buildings, building additions, and major renovations of existing buildings. Qualifying major renovations involve complete replacement of the existing HVAC system, replacement of the lighting system and measures that improve building envelope. Eligible projects should operate year round with the exception of some educational buildings. Core and shell projects, including multi-family, are eligible. Partially conditioned buildings such as warehouses and industrial facilities may be eligible on a case by case basis.

The PAs offer incentives to both building owners and their design teams based on expected annual site energy savings<sup>2</sup>. The incentive dollars for owners are intended to cover a cost-effective portion of the incremental construction costs associated with energy efficient building measures. The incentive dollars for design teams are intended to cover a portion of extra services (e.g., additional meetings and analysis, product research, etc.) necessary to achieve deeper energy savings in large projects. In addition to the customer and design team incentives, PAs offer technical assistance and design support as well as a stipend for an energy charrette.

This document outlines the roles and responsibilities of each party in order to set transparent expectations for all parties participating in the Program. Under no circumstances does this Memorandum require customers or design teams to incorporate any particular energy conservation measure or group of measures into a project. Building designs proceed at the direction of customers and their design teams. All assistance offered by PAs through this Program is offered in an advisory capacity only.

	("the Owner"):	
has undertaken the following new construction or major	renovation project at the following address	
	("Premises")	
This project is being designed by the following design project is being designed by the following designed by the following designed by the follow	rofessionals (collectively, the "Design Team'	'):
	("Architect")	
	("Electrical Engineer")	
	("Mechanical Engineer")	
Participating MassSave Program Administrators:		
	("Electric PA")	("PA Company")
	("Gas PA")	("PA Company")

The Mass Save PAs understand that the following customer

<sup>&</sup>lt;sup>2</sup> Neither combined heat and power (CHP) nor electricity generating renewables, such as photovoltaic (PV) or wind turbine technology contribute towards the 10% annual site energy savings target.



<sup>&</sup>lt;sup>1</sup> To determine your electric and/or gas provider, please visit masssave.com/en/contact.

#### **Requirements for Participation in the Program:**

#### Owner or Owner's Design Team will:

- Engage PAs between pre schematic design and completion of the design development phase of the project
- Target a combined gas and electric site energy savings of at least 10% better than the Program's baseline, which generally reflects the state energy code (ask your PA for more details)
- · Participate in an energy efficiency charrette before the end of design development, if desired
- Include PAs in all meetings where the identified energy conservation measures ("ECMs") are being considered for value engineering

#### PAs will:

- Provide a \$3,000 stipend to the design team (\$1,500 paid by each participating PA when more than one PA is involved), to support an energy design charrette, if desired, before the end of design development
- Cost share up to 75% of the design review and energy modeling support through working with one of the lead electric PA's list of preferred technical assistance (TA) vendors (up to \$20,000 available per participating PA). Should the customer wish to use its own TA vendor, PAs may support additional analysis provided by that vendor for Mass Save purposes up to 25%
- Assist customer in making informed decisions about including evaluated energy conservation measures (ECMs) in the project
- Pay a customer incentive based on annual site energy (electric and gas) savings as predicted by the energy model. Customer incentives are capped at 100% of the combined incremental cost of the ECMs the project includes. Projects must be cost effective in order to receive the full customer incentive. Payment will occur upon on site verification. Any incentive greater than \$100,000 is subject to 20% hold back pending receipt of commissioning report or trend data. See rates below:

#### Large Building Customer Incentives\*

Savings Beyond Code	\$/kwh	\$/therm
Berkshire Gas³, Cape Light Compact, Co Eversource, Unitil Service Territc		
≥30%	\$0.50	\$2.10
20-30%	\$0.40	\$2.00
10-20%	\$0.30	\$1.90
<10%	\$0.20	\$1.80
Berkshire Gas <sup>4</sup> , Columbia Gas <sup>4</sup> , Libert and National Grid Territories	· ·	
All Projects	\$0.35	\$1.70

\*Projects must be cost effective to receive full incentive and are subject to applicable PA budget

Pay a separate incentive to the design team<sup>5</sup>, capped at \$15,000 per PA, to encourage the integrated design that is
necessary to achieve greater than 10% savings and to ensure that agreed upon ECMs remain in the project throughout
construction. Design team incentives are available if the model shows at least 10% whole building savings. Design team
incentives are paid to the design team lead, which may disperse to other team members as appropriate. Fifty percent
(50%) of the design team incentives are paid once the PAs have determined the project's energy savings and have issued a
customer incentive offer letter and the remaining 50% is paid at the conclusion of construction.

<sup>&</sup>lt;sup>5</sup> Where the project has a contract that may restrict payments to the design team (as can happen with some municipal projects), it is upon the design team lead to work with the customer to ensure that the design team can obtain design team incentive payments per this Program offering.



<sup>&</sup>lt;sup>3</sup> When Eversource is the lead electric utility.

<sup>&</sup>lt;sup>4</sup> When National Grid is the lead electric utility.

3

Savings Beyond Code	\$/kwh	\$/therm
Berkshire Gas <sup>6</sup> , Cape Light Compact, Co Eversource, Unitil Service Territo		
≥30%	\$0.07	\$0.34
10-30%	\$0.04	\$0.20
Berkshire Gas <sup>7</sup> , Columbia Gas Liberty Utilities,and National Grid Te	,	

#### Large Building Design Team Incentives\*

\*Each PA capped at \$15,000

\$0.07

\$0.34

#### **Detailed Process:**

#### Step 1—Coordination with PA

• During schematic design or in pre schematic design, inform your PA of your new construction project. The Integrated Path for Large Buildings is only available when PAs are engaged before the end of Design Development. The earlier you contact your PA, the better the opportunity for energy savings and incentives. Following your initial conversation with your PA, your PA will identify a vendor who will provide design support and technical assistance to the project team, starting with an Energy Charrette.

≥10%

#### Step 2—Energy Charrette

• Preferably during the schematic design phase of the project but up until the end of design development, participating PAs will provide a fixed \$3,000 stipend to bring the owner, the architect, the MEP (Mechanical, Electrical and Plumbing Engineer), the lighting designer (if there is one), the commissioning agent (if there is one) and the general contractor (if selected) together with the PAs and their technical assistance vendor to participate in an energy efficiency charrette for the purpose of identifying, discussing/analyzing and comparing potential building ECMs along with the corresponding state energy code compliant base case assumptions and standard practice considerations. The charrette, which can be part of a larger green building/LEED charrette, or a separate meeting, should be long enough to enable a full discussion of each energy system in the building and a wide range of energy conservation measures for each of these systems (2-3 hours is usually sufficient). In advance of the Energy Charrette, the owner shall ensure that the PAs are provided with any existing project drawings and design narratives.

The Energy Charrette stipend of \$3,000 is paid to the design team lead, usually the architect, who may disperse to other team members as appropriate. To make payment, the PAs will require:

- A list of charrette attendees
- Meeting minutes, prepared by a designated design team member, summarizing the charrette discussion, including references to ECMs discussed and dismissed, and including a clear list of ECMs to be pursued in an energy model/spreadsheet analysis
- Next steps and action items should be clearly outlined in the minutes
- An invoice in the amount of \$3,000 to the PA referencing the project name and noting the invoice is for the Energy Charrette associated with the project. Note: if two PAs are involved in a project, please invoice each company at \$1,500 separately.
- PAs will make charrette payment even if project does not proceed through the rest of the Integrated Design Path for Large Buildings

<sup>6</sup> When Eversource is the lead electric utility.



<sup>&</sup>lt;sup>7</sup> When National Grid is the lead electric utility.

#### Step 3—Energy Analysis/Modeling

• The TA vendor will submit a proposal to the customer and the PAs for energy analysis services. Once approved, the TA vendor will begin an analysis of the potential energy savings and construction costs of the ECMs identified, using a building energy use simulation model (i.e., eQuest or Energy Plus if eQuest cannot adequately handle the analysis of certain ECMs). The TA Vendor will evaluate the ECMs against a state energy code compliant base case building including standard practice considerations. The base case should be clearly established during the charrette and during the TA study proposal review process. The TA vendor will ascertain annual energy savings and incremental construction costs over the base case for each identified measure and for all ECMs combined.

#### Step 4—Comprehensive ECM Selection and Screening

- The TA vendor will provide its first report based on the 100% design development set. This "Interim Report" will be a brief summary of each ECM, its incremental cost, associated electric and gas savings, and its simple payback. The report will also contain an evaluation of the savings and incremental costs of the combined set of ECMs. The project team can meet to review the Interim Report and assist the owner in making informed decisions about ECMs to keep in the project and those to remove.
- Once the team determines the finalized set of ECMs, the owner shall direct the design team to include them in the final project design documents.
- At the conclusion of the design process, the TA vendor will prepare the draft final energy savings analysis and report for the PAs to review. The TA vendor will prepare these draft final documents for PA review within 4 weeks of issuance of the 90% construction documents set.
- PAs will review the draft final energy analysis and report, may issue comments to the TA vendor for incorporation, and will then request the final analysis and report from the TA vendor. The final analysis and report will be accompanied by a completed Custom Application, including Minimum Required Document (MRD) which describes in detail the ECMs that are contributing to the project's energy savings. Customer must review and sign both the Custom Application and the MRDs in order to receive incentive offer letters from participating PAs.
- PAs will screen the combined set of ECMs through their benefit cost tool. Note that all projects must be cost effective in order for the customer to receive the maximum incentives. If an ECM with a very long payback causes the whole project to fail the PAs benefit cost screen, PAs may remove that ECM from the analysis for purposes of calculating the incentives.
- Upon acceptance of the final analysis and report, the signed Custom Application and MRDs, each PA will issue a formal letter offering an incentive to the customer.
- At this time, if the project savings exceed 10%, the design team lead may submit an invoice to each PA for 50% of the available design team incentive. The remaining 50% may be invoiced to each PA at the conclusion of construction. PAs pay the design team incentives to the design team lead, who may disperse to other team members as appropriate.

#### Step 5—Project Completion and Incentive Payment

- The owner and design team must keep the list of ECMs in mind during construction administration so that ECMs for which incentives are being offered are not substituted or removed during construction.
- A few weeks before substantial completion, the PAs may request a set of the approved submittals and invoices associated with all of the ECMs being supported with incentives, including controls submittals. PAs may also request a copy of the project's schedule of values.
- All projects participating in the Program are subject to inspection by each participating PA. Owners may be asked to make arrangements for these post inspections to take place once all ECMs are installed and functioning.
- Upon PA review of submittals and invoice documents, and upon completion of the post inspection, each PA will provide the incentive payment to the owner and will provide the second 50% design team incentive payment (if already invoiced in step 4 or 100% if not already invoiced in step 4) to the design team lead.



#### **Engagement with PAs after Design Development:**

# Project teams and customers who engage with PAs on qualifying projects after the end of design development, may participate in Mass Save as follows:

• Engagement with PAs after the end of Design Development and before the end of Construction Documents:

Project teams may still participate in the modeling-only portion of the Large Buildings Program at up to 50% PA and 50% customer cost share. The charrette, the design team incentives, and the additional design support offered to integrated projects will not be available for project teams that engage PAs after 100% Design Development. Customer incentive rates will vary from those published in this document.

• Engagement after 100% Construction Documents:

The Large Buildings Program as described above is not available, but teams may participate with PAs by completing appropriate prescriptive and custom applications via the New Construction Systems Approach.

#### **Disclaimers:**

Except for payment of incentives as set forth hereunder, the Mass Save PAs do not make any representations, warranties, promises or guarantees in connection with the Program, ECMs, energy savings, benefits, adequacy or safety of ECMs or other items, or any work, services or other item performed in connection with the Program including, without limitation, the warranty of merchantability or fitness for a particular purpose. Also, other than the energy cost savings realized by Customer, the Program Administrator is entitled to 100% of the benefits and rights associated with the ECMs, including without limitation ISO-NE products and all other attributes, credits or products associated therewith under any regional initiative or federal, state or local law, program or regulation or program, and Customer waives, and agrees not to seek, any right to the same. The Mass Save PAs are not responsible for the payment of any taxes assessed by federal, state or local governments on either benefits conferred on the owner by the PAs or design incentives paid to the design team.

By signing below, the owner represents that he/she (1) shall be the sole and lawful owner of the Premises and (2) has read, understands, accepts and agrees to the terms and conditions for participation in the Program outlined above.

Owner Signature:				
Owner Printed Name:				
Date:				
Email:			Phone:	
Architect Signature:				
Architect Printed Name	e and Company Affiliatio	on:		
Date:				
Brought to you by:				
BERKSHIRE GAS	BL&CKSTONE GAS COMPANY	Cape Light	mbia Gas <sup>*</sup> of Massachusetts A NiSource Company	mass save
EVERS <del>©</del> URCE	Liberty Utilities	nationalgr HERE WITH YOU. HERE FOR	••• •••••	Savings through energy efficiency

THIS DOCUMENT MUST BE SIGNED BEFORE ENGINEERING SERVICES APPLICATION CAN BE REVIEWED

Preliminary Project Schedule											PROJE	CT MANAGEMENT	SN	AMA				
			Preliminary Pr	oiect Sc				o Construc	tion Phase								·	
ID Task Name	Duration \$		Finish	5,001.00	2017		2018		2019		2020		2021		2022	2	023	
	Duration	Jian	1 111311		2017		2010		2013		2020		2021		2022		.020	
1 MSBA PREREQUISITES	431 days	3/9/2015	11/9/2016			· · · ·				· · ·	· · ·	· · ·	· · ·		i i		·	
4 RETAIN OPM	45 days	1/30/2017	4/3/2017															
10 RETAIN DESIGNER	80 days	3/8/2017	6/27/2017															
20 FEASIBILITY STUDY (FS)	161 days	6/27/2017	2/14/2018															
35 SCHEMATIC DESIGN (SD)	86 days	2/14/2018	6/13/2018															
42 PROJECT SCOPE AND BUDGET	139 days	5/23/2018	12/6/2018															
49 DESIGN DEVELOPMENT	121 days	11/6/2018	4/26/2019							7								
50 Develop Design Development Documents to Estimator	84 days	11/8/2018	3/8/2019															
51 LEED-S Registration	11 days	11/6/2018	11/20/2018															
52 Design Development Cost Estimate	10 days	3/8/2019	3/21/2019															
53 Value Engineering	5 days	3/21/2019	3/27/2019															
54 Design Development Submission for OPM and Cx Review	0 days	3/8/2019	3/8/2019						3/8/2019 🔶	Design Deve	lopment Sι	bmission fo	r OPM and C	Cx Review	v			
55 OPM and Cx Review	10 days	3/8/2019	3/21/2019															
56 Design Development Submission to MSBA	0 days	4/5/2019	4/5/2019						4/5/2019	Design Dev	elopment s	Submission	to MSBA					
57 MSBA Comments	16 days	4/5/2019	4/26/2019					2 										
58 SITE PERMITTING	153 days	11/7/2018	6/12/2019															
59 Northbridge Conservation Commission - ANRAD	53 days	11/7/2018	1/23/2019															
60 Prepare Application Documents	6 days	11/7/2018	11/14/2018															
61 File Application	0 days	11/14/2018	11/14/2018					11/14/201	8 🔶 File Ap	plication								
62 Hearings	15 days	11/14/2018	12/5/2018					<i>r</i>										
63 Conservation Commission Decision	19 days	12/5/2018	1/2/2019															
64 File at Registry	6 days	1/2/2019	1/9/2019															
65 Appeal Period	11 days	1/9/2019	1/23/2019															
66 Northbridge Conservation Commission - NOI	153 days	11/7/2018	6/12/2019															
67 Prepare Application Documents	105 days	11/7/2018	4/5/2019							l								
68 File Application	0 days	4/5/2019	4/5/2019						4/5/2019 🔌	File Applica	ation							
69 Hearings	19 days	4/5/2019	5/1/2019															
70 Conservation Commission Issue Order of Conditions	11 days	5/1/2019	5/15/2019															
71 File at Registry	11 days	5/15/2019	5/29/2019															
72 Appeal Period	11 days	5/29/2019	6/12/2019															
73 Northbridge Planning Board - Site Plan Approval	147 days	11/7/2018	6/4/2019															
74 Prepare Application Documents	105 days	11/7/2018	4/5/2019															
75 File Application	0 days	4/5/2019	4/5/2019						4/5/2019 🔌	File Applica	ation							
76 Hearings	13 days	4/5/2019	4/23/2019															
77 Planning Board Issues Site Plan Approval	11 days	4/23/2019	5/7/2019															
78 File at Registry	11 days	5/7/2019	5/21/2019															
79 Appeal Period	11 days	5/21/2019	6/4/2019															
80 Northbridge Planning Board Special Permit - Parking and Loading Waiver	147 days	11/7/2018	6/4/2019															
81 Prepare Application Documents	105 days	11/7/2018	4/5/2019															
82 File Application	0 days	4/5/2019	4/5/2019						4/5/2019 🔌	File Applica	ation							
83 Hearings	13 days	4/5/2019	4/23/2019															
84 Conservation Commission Decision	11 days	4/23/2019	5/7/2019															
85 File at Registry	11 days	5/7/2019	5/21/2019															
86 Appeal Period	11 days	5/21/2019	6/4/2019															
87 BUILDING PERMITTING	102 days	6/18/2019	11/8/2019								l							
88 Site Enabling and Preparation Package Permit	22 days	6/18/2019	7/18/2019															
89 Foundation Permit	22 days	9/6/2019	10/7/2019															
90 Structure Permit	22 days	9/6/2019	10/7/2019															
91 Building Permit	23 days	10/9/2019	11/8/2019								l							
92 CONSTRUCTION DOCUMENTS	160 days	3/8/2019	10/21/2019							i								
93 Incorporate MSBA DD Comments	11 days	4/29/2019	5/13/2019															
94 Develop 60% Contract Documents to Estimator	32 days	4/8/2019	5/21/2019															
95 Early Site Enabling, and Preparation Package No. 1	53 days	3/8/2019	5/21/2019															
96 OPM and Cx Review	11 days	5/21/2019	6/4/2019															

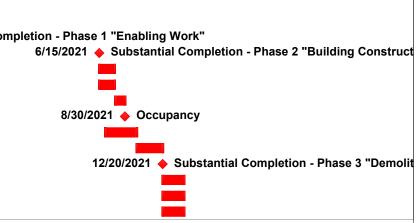


Nove	ember 16, 2018			
				Preliminary F
ID	Task Name	Duration \$	Start	Finish
97	60% Construction Documents Cost Estimate	11 days	5/21/2019	6/4/2019
98	60% Construction Documents Submission to MSBA	0 days	6/18/2019	6/18/2019
99	MSBA Review of 60% CD Submission	16 days	6/19/2019	7/11/2019
100	Incorporate MSBA 60% CD Comments	11 days	7/10/2019	7/24/2019
101	Develop 90% Contract Documents to Estimator	36 days	6/18/2019	8/7/2019
102	Early Foundation and Structural Package No. 2	36 days	6/18/2019	8/7/2019
103	Structural Peer Review of Early Foundation and Structural Package	11 days	8/7/2019	8/21/2019
104	90% Construction Documents Cost Estimate	11 days	8/7/2019	8/21/2019
105	90% Construction Documents Submission to MSBA	0 days	9/4/2019	9/4/2019
106	MSBA Review of 90% CD Submission	16 days	9/4/2019	9/25/2019
107	Incorporate MSBA 90% CD Comments	11 days	9/25/2019	10/9/2019
108	Construction Documents Complete Package No. 3	0 days	10/9/2019	10/9/2019
109	LEED-S Design Submission	9 days	10/9/2019	10/21/2019
110	PROCUREMENT	514 days	12/6/2017	12/9/2019
111	CM Selection	73 days	12/6/2017	3/21/2018
112		1 day	12/6/2017	12/6/2017
113	IG Approval of CM Application	45 days	12/6/2017	2/8/2018
114	RFQ/RFP Process	41 days	1/10/2018	3/7/2018
115	Interview Shortlisted CM Firms	0 days	3/7/2018	3/7/2018
116	Negotiate and Award	10 days	3/7/2018	3/20/2018
117	CM Notice to Proceed	0 days	3/21/2018	3/21/2018
118	Prequalification - Package No. 1 (if required)	52 days	2/15/2019	4/30/2019
119		19 days	2/15/2019	3/13/2019
120	Submit to Advertisement to Central Register and Local Newspaper	0 days	3/5/2019	3/5/2019
121	Notice in Central Register	0 days	3/13/2019	3/13/2019
122	Submit SOQs	0 days	4/1/2019	4/1/2019
123	Review SOQs	21 days	4/1/2019	4/29/2019
124	Recommend Prequalified Subcontractors to SBC	0 days	4/29/2019	4/29/2019
125	Issue Notification Letters to Prequalified Subcontractors	0 days	4/30/2019	4/30/2019
120	Prequalification - Package No. 2 (if required)	72 days	3/4/2019	6/11/2019
120	Develop Draft RFQs	22 days	3/4/2019	4/2/2019
127		0 days	4/2/2019	4/2/2019
120		0 days	4/10/2019	4/2/2019
129	Notice in Central Register	0 days 0 days	5/9/2019	5/9/2019
	Submit SOQs	-	5/9/2019	6/10/2019
131	Review SOQs	22 days		
132	Recommend Prequalified Subcontractors to SBC	0 days	6/10/2019	6/10/2019
133	Issue Notification Letters to Prequalified Subcontractors	0 days	6/11/2019	6/11/2019
134	Prequalification - Package No. 3 (if required)	68 days	5/16/2019	8/20/2019
135	Develop Draft RFQs (Subcontractors)	9 days	5/16/2019	5/28/2019
136	Submit Advertisement to Central Register and Local Newspaper	0 days	6/11/2019	6/11/2019
137	Notice in Central Register	0 days	6/19/2019	6/19/2019
138	Submit SOQs	0 days	7/15/2019	7/15/2019
139	Review SOQs	21 days	7/15/2019	8/12/2019
140	Recommend Prequalified Subcontractors to SBC	0 days	8/19/2019	8/19/2019
141	Issue Notification Letters to Prequalified Subcontractors	0 days	8/20/2019	8/20/2019
142	Construction Documents Complete Package No. 3	49 days	10/1/2019	12/9/2019
143	Submit Advertisement to Central Register and Newspaper	0 days	10/1/2019	10/1/2019
144	Notice in Central Register	0 days	10/9/2019	10/9/2019
145	Trade Contractor Bid Package	23 days	10/9/2019	11/8/2019
146	Pre-Bid Meeting	0 days	10/18/2019	10/18/2019
147	Trade Contractor Bid Due	0 days	11/8/2019	11/8/2019
148	CM Develop GMP	21 days	11/8/2019	12/9/2019
149	GMP Approval	0 days	12/9/2019	12/9/2019



November 16, 2018	Feasibility Study PROJECT MANAGEMENT SINCA PROJECT MANAGEMENT PROJECT MANAGEMENT Preliminary Project Schedule Preliminary Project Schedule - Design Development to Construction Phase										
ID Task Name	Duration Start	Finish	2017 2018 2019 2020 2021 2022 2023								
150 EARLY PACKAGES PROCUREMENT	77 days 5/21/2019	9/9/2019									
151 Early Site Package No. 1	24 days 5/21/2019	6/24/2019									
152 CM Bid Early Site Enabling and Preparation Package	15 days 5/21/2019	6/10/2019									
153 Develop Early Site Enabling and Preparation Package GMP	6 days 6/10/2019	6/17/2019	6/17/2019 Develop Early Site Enabling and Preparation Package GMP								
154 Award Early Site Enabling and Preparation Package GMP	0 days 6/24/2019	6/24/2019	6/24/2019 line Award Early Site Enabling and Preparation Package GMP								
155 Early Foundation and Structural Package No. 2	22 days 8/7/2019	9/9/2019	9/9/2019 🦳 Early Foundation and Structural Package No. 2								
156 CM Bid Early Foundation and Structure Package	14 days 8/7/2019	8/26/2019									
157 Develop Early Foundation and Structure Package GMP	6 days 8/26/2019	9/3/2019									
158 Award Early Foundation and Structure Package GMP	0 days 9/9/2019	9/9/2019	9/9/2019 🔶 Award Early Foundation and Structure Package GMP								
159 CONSTRUCTION	665 days 7/23/2019	2/21/2022									
160 Notice to Proceed	0 days 7/23/2019	7/23/2019	7/23/2019 🔶 Notice to Proceed								
161 Site Mobilization	0 days 9/3/2019	9/3/2019	9/3/2019 🔶 Site Mobilization								
162 Substantial Completion - Phase 1 "Enabling Work"	0 days 11/27/2019	11/27/2019	11/27/2019 🔶 Substantial Completion - Phase 1 "Enabling Work"								
163 Substantial Completion - Phase 2 "Building Construction"	0 days 6/15/2021	6/15/2021	6/15/2021   Substantial Completion - Phase 2 "Building Construct								
164 Final Completion, Closeout and Commissioning	34 days 6/15/2021	7/30/2021									
165 FFE/Technology Installation	34 days 6/15/2021	7/30/2021									
166 Teacher/Staff Move-In	21 days 8/2/2021	8/30/2021									
167 Occupancy	0 days 8/30/2021	8/30/2021	8/30/2021   Occupancy								
168 Demolish Existing School	66 days 7/3/2021	10/4/2021									
169 Parking Lot and Playfield Construction	55 days 10/4/2021	12/20/2021									
170 Substantial Completion - Phase 3 "Demolition and Site Work"	0 days 12/20/2021	12/20/2021	12/20/2021  Substantial Completion - Phase 3 "Demolit								
171 Closeout	46 days 12/20/2021	2/21/2022									
172 Final Completion	46 days 12/20/2021	2/21/2022									
173 LEED-S Construction Submission	46 days 12/20/2021	2/21/2022									





SMMA Project Management

# Memorandum

То:	W. Edward Balmer Elementary School Building Committee	Date:	11/20/2018
From:	Joel G. Seeley	Project No.:	17020
Project:	W. Edward Balmer Elementary School		
Re:	Designer Amendment No. 11: Design Development through	Construction	Administration
	Services		
Distribution:	School Building Committee (MF)		

#### DESIGNER AMENDMENT NO. 11: DESIGN DEVELOPMENT THROUGH CONSTRUCTION ADMINISTRATION SERVICES

FEE: \$7,246,042.00

**REASON:** The current Agreement includes the Basic Services for the Feasibility and Schematic Design Phases only. This Amendment will incorporate the Basic Services for the Design Development through Construction Administration and Closeout Phases into the Agreement.

**BUDGET AVAILABILITY:** This Amendment would be funded out of the Designer Design Development through Closeout Basic Services Budget which is \$7,246,042.00.

1000 Massachusetts Avenue Cambridge, MA 02138 617.547.5400

www.smma.com

# ATTACHMENT F

#### CONTRACT FOR DESIGNER SERVICES

#### AMENDMENT NO. 11

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

WHEREAS, effective as of November 20, 2018, 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:

	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	\$		\$1,944,609.00	\$ 1,944,609.00	
Construction Document Phase	\$		\$2,657,249.00	\$ 2,657,249.00	
Bidding Phase	\$		\$ 227,830.00	\$ 227,830.00	
Construction Phase	\$		\$2,252,218.00	\$ 2,252,218.00	
Completion Phase	\$		\$ 164,136.00	\$ 164,136.00	
Total Fee	\$425,000.00	\$ 146,753.50	\$7,246,042.00	\$7,817,795.00	

#### Fee for Basic Services:

This Amendment is a result of: <u>Provide Design Development through Construction</u> Administration and Completion Phase Services. 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:	December 20, 2021
Amended Schedule	December 20, 2021

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 November 20, 2018

DESIGNER

Lee P. Dore

	(print name)		
Principal	/ Vice President,	Dore & Whittier A	rchitects
	(print title)		
By			
_	(signature)		

Date November 20, 2018



May 2, 2018

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

#### Project: Balmer Elementary School #17-0759

Subject: Balmer Elementary School Design Development through Closeout Phases Proposal for Designer Services

Dear Joel and Members of the School Building Committee:

We are very pleased to offer our proposal for professional services for the design and construction administration of the new Balmer Elementary School. Per your request, we have prepared a fee proposal for professional services associated with the Design Development through Construction Administration and Closeout Phases for the project as developed to date.

Our services and scope of work are described in the Contract for Designer Services including CM@Risk (CH 149A) Amendments as prepared by the Massachusetts School Building Authority and based on the project scope identified in the MSBA Module 4 submission and project budget (Form 3011) with a construction budget established at **\$79,492,662** and approved by the School Building Committee.

#### **Basic Services**:

Per your request, below is our Basic Services A/E fee proposal for the new Balmer Elementary School. The current construction schedule outlined by the construction manager calls for two early release packages; one for site enabling work which will be timed with 60% CD submission and a second foundation and steel early package with 90% CD submission. We propose to complete the work for the following lump sum fee amounts which includes the cost for the two early release packages:

Design Development	\$1,944,609
Construction Documents	\$2,657,249
Bidding	\$ 227,830
Construction Administration	\$2,252,218
Closeout	<u>\$  64, 36</u>
Total A/E Basic Services:	\$ 7,246,042

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

This fee proposal is inclusive of all consultants and expenses that are indicated within the contract for basic services. Those services include; architecture, civil, landscape, structure,

Balmer Elementary School Building Committee c/o SMMA, Inc. ATT: Mr. Joel Seeley 1000 Massachusetts Avenue Cambridge, MA 02138 May 2, 2018 Page 2

MEP/FP, technology infrastructure, security, sustainability, acoustics, food service, interior design, FFE procurement, technology procurement, local permitting and cost estimating.

At this time, exact values for the Reimbursable Services scope items listed below cannot be established. We recommend however, that the Owner budget for these "Reimbursable Services" costs as design phase allowances pending final costs being established based on the project's ultimate scope.

We suggest the following Allowance values:

Additional Site survey	\$40,000
Hazardous Materials On-Site Hygienist/Clearance Testing/Monitoring	\$100,000
Other undefined Reimbursable Costs	\$100,000
Geotechnical/GeoEnvironmental Engineering Monitoring/Testing	\$85,000
Construction Testing	\$30,000
LEED Documentation Submission/Review Fees	\$30,000
Wetlands	\$40,000
Exterior Noise Mitigation	\$5,000
Bid Set Printing Costs	\$20,000

Total Reimbursable Services Allowance

\$450,000

Please let us know if the proposal is acceptable to the Town and whether you require any additional information. We look forward to working with you and the Town on completing this exciting project.

Sincerely,

#### DORE & WHITTIER ARCHITECTS, INC.

Architects • Project Managers Assoc. AIA, CSI, LEED AP, MCPPO Lee P. Dore, Principal

Cc: D&W dist. File

#### ATTACHMENT B

#### CONTRACT FOR PROJECT MANAGEMENT SERVICES AMENDMENT NO. 1

WHEREAS, the <u>Northbridge Public Schools</u> ("Owner") and <u>Symmes, Maini & McKee</u> <u>Associates, Inc. (SMMA)</u>, (the "Owner's Project Manager") (collectively, the "Parties") entered into a Contract for Project Management Services for the <u>W. Edward Balmer</u> <u>Elementary School Project (Project Number 201502140001)</u> at the <u>W. Edward Balmer</u> <u>Elementary School on February 14, 2017 "Contract"; and</u>

**WHEREAS**, effective as of <u>November 20, 2018</u>, the Parties wish to amend the Contract, as amended:

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants contained in this Amendment, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

- 1. The Owner hereby authorizes the Owner's Project Manager to perform services for the Design Development 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.
- For the performance of services required under the Contract, as amended, the Owner's Project Manager shall be compensated by the Owner in accordance with the following Fee for Basic Services:

Fee for Basic Services:	Original Contract	Prior Amendments	This Amendment	After this Amendment	
Feasibility Study Phase	\$ 60,000.00	\$ 0.00	\$ 0.00	\$ 60,000.00	
Schematic Design Phase	\$ 45,000.00	\$ 0.00	\$ 0.00	\$ 45,000.00	
Design Development Phase			\$ 180,250.00	\$ 180,250.00	
Construction Document Phase			\$ 250,025.00	\$ 250,025.00	
Bidding Phase			\$ 95,050.00	\$ 95,050.00	
Construction Phase			\$ 1,912,599.00	\$ 1,912,599.00	
Completion Phase			\$ 120,080.00	\$ 120,080.00	
Total Fee	\$105,000.00	\$ 0.00	\$2,558,004.00	\$2,663,004.00	

This Amendment is a result of: <u>Provide Design Development through Construction</u> Administration and Completion Phase Services. 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:	December 20, 2021
Amended Schedule	December 20, 2021

- 5. The Authority's standard OPM Contract Amendment for DBB or CM RISK, which is attached hereto and incorporated by reference herein, is made a part of the Contract in its entirety.
- 6. This Amendment contains all of the terms and conditions agreed upon by the Parties as amendments to the original Contract, as amended. No other understandings or representations, oral or otherwise, regarding amendments to the original Contract, as amended, shall be deemed to exist or bind the Parties, and all other terms and conditions of the Contract, as amended, remain in full force and effect.

IN WITNESS WHEREOF, the Owner, with the prior approval of the Authority, and the Owner's Project Manager have caused this Amendment to be executed by their respective authorized officers.

#### OWNER

Alicia Cannon (print name) Board of Selectmen, Town of Northbridge (print title) By \_\_\_\_\_\_\_\_ (signature) Date \_\_\_\_\_\_November 20, 2018\_\_\_\_\_ OWNER'S PROJECT MANAGER Joel G. Seeley (print name) Project Director, Symmes Maini & McKee Associates, Inc. (SMMA) (print title)

By

(signature)

Date November 20, 2018

PROJECT MANAGEMENT

SMMA

May 2, 2018

Ms. Melissa Walker Business Manager Northbridge Public Schools 87 Linwood Avenue Whitinsville, Massachusetts 01588

Re: W. Edward Balmer Elementary School

Design Development through Construction Administration Phase Services Proposal SMMA No. 17020

Whitinsville, Massachusetts

Dear Ms. Walker:

We are pleased to submit our proposal for Owner's Project Manager Services for the Design Development thru Construction Administration Phases for the new W. Edward Balmer Elementary School Project.

#### **PROJECT DESCRIPTION**

The new W. Edward Balmer Elementary School is a 167,352 square feet grades PreK – 5 elementary school to be constructed on the site of the current school. The estimated construction budget is \$79,492,662 and the total project budget is \$100,968,195.

#### SCOPE OF SERVICES

Our scope of services will be in accordance with the Contract for Owner's Project Manager Services, dated April 10, 2017, amended by this proposal to include the services described in Article 8 for the Construction Manager at Risk delivery process, attached herein. The scope of services are generally described below:

#### **Project Administration**

- Develop and maintain a project communications plan for the project duration
- Maintain and update the Project Website
- Assist designer in obtaining approvals for all MSBA design submissions
- Assist Building Committee in preparation of all information, documentation and reports required by MSBA
- Prepare agendas for Building Committee meetings and record minutes
- Attend meetings with Town departments
- Prepare monthly MSBA project reports
- Attend Building Committee, designer and CM meetings and review all meeting minutes for completeness and accuracy
- Track compliance with MBE/WBE requirements for designer, CM and vendors, submit reports to MSDO
- Track compliance with certified payroll requirements for the CM, subcontractors and vendors
- Maintain complete and comprehensive files of all project documents

#### Financial

- Assist in the development of the Total Project Budget, maintain and update the budget throughout project term
- Assist in the development, review and approval of the Project Scope and Budget Agreement, Project Funding Agreement and the Project Funding Agreement Amendment with the MSBA
- Maintain project budget records, by category, in a format that tracks MSBA reimbursable/ nonreimbursable costs
- Develop and maintain project cashflow projections
- Review all applications for payment and invoices submitted, provide payment recommendations and record all invoices against the Total Project Budget
- Review MSBA monthly Progress Payment Request Forms for reimbursement

#### **Design Development and Construction Documents Phases**

- Maintain and update Project Budget and Schedule
- Coordinate commissioning agent documents, document reviews and recommendations with designer
- Work with designer and CM to develop schedule for production of early bid packages, ensure that designer is designing to budget and schedule for each phase
- Provide oversight of designer and CM activities, review estimates, reconcile variances with designer and CM
- Perform design document and coordination reviews at Design Development, 60% Construction Documents and 90% Construction Documents
- · Perform constructability review of design elements, envelope detailing and waterproofing
- Perform mechanical, electrical, plumbing and fire protection systems review
- Review structural documents, retain independent structural peer review firm in accordance with State Building Code
- Review progress and compliance with LEED Scorecard

#### **Cost Estimating**

- Coordinate the preparation of multiple construction cost estimates by designer and CM
- Review construction estimates prepared by CM and designer, analyze and track estimates to Project Budget, prepare cost estimate submissions to MSBA
- If design phase estimates exceed budget, consult with designer and CM, and recommend modifications needed to maintain budget

#### Scheduling

- Develop overall Project Baseline Schedule and detailed Milestone Schedule, incorporate CM's construction schedule when developed
- Assess actual project progress to baseline schedule, report variances to Building Committee
- In the event of schedule slippage, consult with designer and CM to develop recovery schedule activities
- Advise Building Committee on recommended recovery schedule activities, when required

#### **Construction Phase**

- Provide full-time on-site project management from start of site construction to substantial completion and project close-out
- Monitor designer's and CM's construction administration activities to ensure timely decisions
- Perform quality control inspections of work to verify compliance with contract documents
- Monitor CM's compliance with contract documents and quality control specifications

SYMMES MAINI & McKEE ASSOCIATES 1000 MASSACHUSETTS AVENUE CAMBRIDGE, MASSACHUSETTS 02138 T. 617.547.5400 F. 800.648.4920 www.smma.com

- Develop and maintain a Rolling Completion List of non-conforming items to mitigate punch list items
- Ensure all construction personnel and vendors have passed CORI checks
- Ensure enforcement of zero tolerance policies regarding student/ staff non-contact, foul language, and smoking
- Consult daily with Principal regarding construction activities, impacts, issues, and resolve with CM
- Coordinate scheduling and reporting of independent testing agency, ensure reports are distributed and tracked
- Review and comment on CM's baseline schedule of values and baseline schedule
- Prepare and maintain detailed daily, weekly and monthly reports recording all project data and activity
- Maintain and update on a daily basis, if needed, current contract drawings, specifications & logs
- Take extensive daily photographs of progress, record and maintain project's photo log
- Identify potential issues and report to designer and CM, maintain project issues log, track to resolution
- Review designer's and CM's monthly requisition for payment
- Assist designer with identification of punch list items
- Ensure CM provides all project close-out documents and as-builts
- Ensure all training on systems and equipment is provided by CM

#### Change Order Reviews

- Review all change order submissions and schedule extension claims
- Maintain detailed change order log, proposed change order log, contingency log, and track all potential change orders against project budget
- Track time and material change order work, when utilized as basis for changes

#### Procurement

- Schedule and oversee Trade Contractor Pre-Qualification process
- Review CM proposed non-Trade Contractors list
- Prepare work scopes, request for qualifications and assist the Building Committee in selection of independent testing agency
- Coordinate and schedule deliveries of all Owner furnished items
- Negotiate and oversee the development of the guaranteed maximum price and amendments

#### FF&E and Move Management

- Coordinate and oversee the delivery and installation of FF&E
- Coordinate site and building access at the completion of each construction phase and ensure students, staff, public, and public safety officials are notified
- Prepare RFP for relocation services by movers and other vendors and manage their activities
- Coordinate CM's pre-requisite construction activities required for each phase move

#### Commissioning

- Manage and schedule MSBA Commissioning Agent activities
- Coordinate and schedule comprehensive building systems and envelope inspection and testing, including infrared surveys
- Track all issues identified by the Commissioning Agent, follow-up actions by designer and CM thru successful resolution
- Ensure final commissioning report is submitted in a timely manner for LEED submission

#### PROJECT SCHEDULE

We anticipate the following milestones for the Project Schedule:

November 7, 2018	Commence Design Development
April 5, 2019	Complete Design Development
June 18, 2019	Complete 60% Contract Documents and Early Site Package
September 4, 2019	Complete 90% Contract Documents, Early Structural Package and Commence Construction on Site
October 9, 2019	Complete 100% Contract Documents
June 15, 2021	Complete Phase 1 - Building Construction
December 20, 2021	Complete Phase 2 - Demolition and Sitework

The construction phase services shall commence with the issuance of the notice to proceed to the Construction Manager and shall terminate on project closeout with the issuance of final payment to the Construction Manager or 60 days after the scheduled date of substantial completion of phase 2.

#### COMPENSATION

Our fee for basic services for the Design Development thru Construction and Closeout Phases shall be a lump sum fee of Two Million Five Hundred Fifty-Eight Thousand and Four Dollars (\$2,558,004.00). The fee per each phase is as defined below.

The fee breakdown for the project is as follows:

Design Development	\$180,250.00
Contract Documents	\$250,025.00
Bidding	\$95,050.00
Construction Administration	\$1,912,599.00
Closeout	<u>\$120,080.00</u>
Total	\$2,558,004.00

Expenses to be included in the lump sum compensation:

- Transportation
- Reproduction and Printing
- Delivery and Postage
- Telephone and Faxes

We look forward to working with you and the Building Committee on this exciting project. I will call you to review.

Very truly yours,

#### SMMA | Symmes Maini & McKee Associates

oel G. Seeley

Project Director

cc: contract file, Antone Dias, Sarah Traniello

enclosures: Article 8 of the Contract for Owner's Project Manager Services

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#### TOWN OF NORTHBRIDGE

# AGREEMENT FOR CONSTRUCTION MANAGER AT RISK SERVICES OWNER-CONSTRUCTION MANAGER AGREEMENT NEW W. EDWARD BALMER ELEMENTARY SCHOOL

#### NOTICE TO PROCEED WITH PRECONSTRUCTION SERVICES

This Notice To Proceed is executed this 20<sup>th</sup> day of November 2018, by the Awarding Authority, Town of Northbridge, hereinafter referred to as the "Owner", acting by and through the School Building Committee, and Fontaine Bros, Inc, hereinafter referred to as the "Construction Manager" or "CM" for the PreConstruction Services in accordance with Article 5.1 of the Agreement in the amount of Two Hundred Ten Thousand Dollars (\$210,000.00.)

**IN WITNESS WHEREOF**, the parties have caused this instrument to be executed in triplicate as of the date set forth above.

#### OWNER TOWN OF NORTHBRIDGE

# CONSTRUCTION MANAGER FONTAINE BROS., INC.

By:\_\_\_\_

Name: Joseph Strazzulla

Title: Chairman School Building Committee Town of Northbridge By:\_\_\_\_\_

Name:David Fontaine, Jr.Title:Vice President

By:\_\_\_\_

Name: Alicia Cannon

Title: Board of Selectmen

Town of Northbridge

#### Page 14 of 14

#### **EXHIBIT 1A**

### PRICE PROPOSAL FORM GC: PAYMENT FOR CONSTRUCTION MANAGEMENT SERVICES SECTION A: SUMMARY

Company Name: Fontaine Bros., Inc.	_	
By: Taquic Fontaine fra	_	
(Signature of Authorized Representative)		
Title: Vice President	_	
Section A. PAYMENT SUMMARY FOR CM PRECONSTRUCTION SERVICES		
A.0 Total Payment for Initial CM Preconstruction Services	\$	40,000.00
A.1 Total Payment for CM Preconstruction General Conditions Costs	\$	210,000.00
A.2 Total Payment for CM Preconstruction Fee	\$	-
A.3 Total Payment for CM Preconstruction Services (Add A.0, A.1 and A.2)	\$	250,000.00
Confirm Total Payment for CM Preconstruction Services in words below, from line A.3		
Two Hundred Fifty Thousand Dollars		
Section A. PAYMENT SUMMARY FOR CM CONSTRUCTION SERVICES		
A.4 Total Payment for CM Construction General Conditions Costs	\$	4,607,815
A.5 Total Payment for CM Construction Fee	\$	1,625,000
A.6 Total Payment for CM Construction Services (Add A.4 and A.5)	\$	6,232,815
Confirm Total Payment for CM Construction Services in words below, from line A.6		
Six Million Two Hundred Thirty Two Thousand Eight Hundred Fifteen Dollars		
Section A. PAYMENT SUMMARY FOR PRECONSTRUCTION and CM CONSTRUCTION SERVICES COMBINED		
A.7 Total Payment for CM Preconstruction and CM Construction Services (Add line A.3 and A.6)	\$	6,482,815
Confirm Total Payment for CM Preconstruction and Construction Services combined in words		
Six Million Four Hundred Eighty Two Thousand Eight Hundred Fifteen Dollars		