

Whitman Middle School Building Committee

Meeting Minutes

Time: 4:30 PM

Place: Whitman-Hanson Regional High School

Date: Tuesday, May 10, 2022

Members Present: Fred Small, Beth Stafford, John Stanbrook, Ernest Sandland, Crystal Regan, Lincoln Heineman, George Ferro, Paul Duprey, David Codero, Rich Pulkinen,

~ Christopher Scriven participated remotely

Absent: Randy LaMattina, Jeff Szymaniak, John Galvin, Robert Curran, Donald Esson

Building Team Present: John Bates, OPM – Colliers Project Leaders (CPL)

Absent: Ken Guyette, OPM - Colliers Project Leaders (CPL)

Call to Order:

At 4:30pm Randy LaMattina, The Committee Vice Chair opened the meeting by calling it to order.

Pledge of Allegiance

A. April 26, 2022 Meeting Minutes Approval

The Vice Chair entertained a motion to approve the minutes:

Motion: Mr. Duprey

Second: Mr. Ferro

The amendment was approved by unanimous vote.

B. May 3rd Designer Interview Discussion and Results (District DSP Members, Colliers)

The May 3rd DSP interview process resulted in the selection of Ai3 Architects for the Whitman Middle School Project. The DSP District representatives commented on their experience and observations during the meeting.

As noted by Mr. LaMattina, the interests of the Building Committee were well represented by Mr. Hieneman, Mr. Ferro, and Ms. Stafford at the DSP meeting.

Mr. Heineman added that as part of a later discussion with the OPM regarding the designer contract, it was agreed that part of the role of the designer, regardless of who was selected, is to design a project the meets the Town's budget.

C. Designer Contract Status Update (Colliers)

Mr. Bates informed that Committee that he had just received a draft copy of Ai3's contract proposal earlier in the afternoon.

Mr. Bates presented the following overview of the proposed designer fees:

Total Basic Services - \$540,000

Extra Services not included in Basic:

Phase 1: Site Surveyor - \$36,300

Phase 1: Geotech Evaluation - \$22,990

Phase 1: Hazmat Survey and Inspection - \$2,200

Phase 1: Traffic Study - \$16,940

Phase 1: Environmental and Site - \$5,445

Phase 1: Wetland Delineations - \$5,445

Phase 1: Soil Characterization - \$6,380

Total Extra Services = \$95,700 (\$12,500 over the Town budget's line item amounts for Extra Services)

Total Basic Services + Extra Services = \$635,700

As noted by Mr. Bates, the Town has a total Feasibility Agreement Budget of \$850,000.

Colliers has an agreed upon fee of \$179,977, and when added to Ai3's proposed \$635,700 would leave a budget contingency amount of \$34,323. So, despite the Extra Services amount being slightly higher than the anticipated value, the overall encumbered amount would be within budget. Mr. Bates stated that Colliers would be comfortable moving forward with the proposal, just based on the overall fee versus the total budget.

Motion:

The Vice Chair entertained a motion regarding contract approval.

Mr. Galvin motioned not to vote on the contract until the Committee has received an email copy of the contract and until the Town Counsel's feedback has been shared.

Second: Mr. Esson

Discussion Regarding the Motion:

Per the Committee's request Mr. Heineman shared the following feedback from Town Counsels' review of the contract:

Contract Section 3.9

Approvals of Owner are not within sole discretion of Owner; cannot be unreasonably withheld, delayed conditions or denied

Contract Section 6.3

Payment is as set forth in Attachment A; on Attachment A it is important to ensure that there is clarity as to which subconsultants are paid by the Designer from the Designer's fee and which are reimbursable (or not reimbursable) by the Owner.

Contract Section 6.3.2

No withholding of payments based on as yet unresolved claims of Owner against Designer. Mediation is required first step in event of dispute (cannot move immediately to litigation)

Contract Section 6.6.2

If there is a substantial change (increase) in Designer's Basic Services and Designer and Owner cannot agree on fee for services as amended, then Owner must pay the Designer the "maximum" amount Owner believes should be paid but Designer reserve right to pursue claim for additional compensation. Rationale is to avoid delays in project and ensure that progress continues to be made in the actual construction of the project.

However, this provisions does commit Owner to pay the reasonable maximum that such services are worth and provides Designer with avenue to collect more if Designer disagrees that the "reasonable maximum" fully compensates the Designer. Result is that there really is no incentive for Designer to compromise on the fee for such change in services.

Contract Section 7.3.5

Designer is committed to only one public meeting during Feasibility Study phase and would have the right to charge extra for additional public meetings

As Mr. Heineman explained, the above points are not deep concerns, but the 2 key areas of primary concern are the following:

1. Indemnification of the Town, (similar to the concern raised during the OPM contract negotiation)
2. The definition of “Owner” is less problematic in the designer contract, versus the OPM contract. However, it will be important for the purposes of a new lease between the school and Town for the term “Site” to mean the footprint of the renovated or new building and not the overall site.

An additional concern, as raised by Mr. LaMattina is the contract language mentioning the Designer is only obligated to attend 1 public meeting. Mr. Bates responded saying that despite the standard contract language, the designer would likely be at the Town’s disposal as it relates to public outreach, knowing that process is integral to the project’s success.

Motion:

The Vice Chair asked for a vote by a show of hands. There were 11 votes in favor and the motion passed.

Mr. Bates advised that the Committee reconvene on May 17th, 2022 at 4:30 pm to further review and vote on proceeding with the Designer contract.

D. Monthly Budget Report Format Discussion

Mr. Stanbrook

Adjournment

The Chair entertained a motion to adjourn.

Motion: Mr. Ferro

Second: Ms. Stafford

The motion was approved unanimously by roll call vote at 5:04 pm.