

WAKEFIELD PERMANENT BUILDING COMMITTEE	WAKEFIELD PUBLIC SAFETY MEETING MINUTES
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Date:	Thursday, December 16, 2021
Location:	Virtual "Zoom" Meeting
Time:	7:00pm
Prepared BY:	Shane Nolan – LeftField PM

Name		Present
Joseph B. Bertrand	Chair, Permanent Building Committee	✓
Timothy Demers	Permanent Building Committee	✗
Charles L. Tarbell	Permanent Building Committee	✓
Jason Cohen	Permanent Building Committee	✓
Janine R. Fabiano	Permanent Building Committee	✓
John McDonald	Permanent Building Committee	✓
Tom Galvin	Permanent Building Committee	✓
Marc Moccio	Permanent Building Committee	✓
Philip Renzi	Permanent Building Committee	✓
Nasos Phillips	Permanent Building Committee (non-voting)	✗
Wayne Hardacker	Permanent Building Committee (non-voting)	✓
Steven Skory	Chief, Wakefield Police Department	✓
Craig Calabrese	Deputy Chief, Wakefield Police Department	✓
Scott Reboulet	Wakefield Police Department	✗
Rick Dinanno	Wakefield Police Department	✗
Michael Sullivan	Chief, Wakefield Fire Department	✓
Tom Purcell	Deputy Chief, Wakefield Fire Department	✗
Lynn Stapleton	Leftfield Project Management	✓
Shane Nolan	Leftfield Project Management	✓
Jim Rogers	Leftfield Project Management	✓
Janet Slemenda	HKT Architects	✓
Scott Woodward	HKT Architects	✗
David Capaldo	Bond Building	✓
Dario Santiago	Bond Building	✓

I. Joe Bertrand opened the Wakefield Public Safety portion of the meeting at approx. 7:01PM.

II. Administrative Items

A. Meeting Minutes

The meeting minutes of the 12/02/21 Permanent Building Committee: Wakefield Public Safety were presented for review.

Chip Tarbell made a motion to approve the Wakefield Public Safety Meeting Minutes as presented.

Seconded by Jason Cohen. Motion was approved unanimously.

B. Invoices

The following invoices were presented for review and approval.

Leftfield LLC Invoice #13 dated 11/30/21 in the amount of \$10,000.00

Chip Tarbell made a motion to approve the Leftfield invoice as presented. Seconded by Jason Cohen. On a roll call vote the motion was approved unanimously.

HKT Architects Invoice #11-022023 dated 12/12//21 in the amount of \$29,444.69

Chip Tarbell made a motion to approve the HKT invoice as presented. Seconded by Jason Cohen. On a roll call vote the motion was approved unanimously.

HKT Architects Invoice #8-022023.1 dated 12/12//21 in the amount of \$1,691.92

Chip Tarbell made a motion to approve the HKT invoice as presented. Seconded by Jason Cohen. On a roll call vote the motion was approved unanimously.

Bond Building Invoice #6 dated 11/30/21 in the amount of \$4,257.03

Chip Tarbell made a motion to approve the Bond Building invoice as presented. Seconded by Jason Cohen. On a roll call vote the motion was approved unanimously.

Bid Docs Online Invoice 215292-1 dated 12/06//21 in the amount of \$1,950.16

Chip Tarbell made a motion to approve the HKT invoice as presented. Seconded by Jason Cohen. On a roll call vote the motion was approved unanimously.

III. Guaranteed Maximum Price & Change Order #1

David Capaldo advised that Bond Building have bought out approx. 88% of the GMP based on the dollar value. Major trades including filed sus, drywall, steel and site have been bought out. There are 6 or seven trades remaining to be bought out. It was confirmed this includes the buy out of HVAC. There had been some discussions with NB Kenny. Their costs had been reduced but not to the value hoped for. The cost reductions were made by simplifying the building controls. The changes were reviewed and accepted by the Town Facilities. Bond have carried the overage through their CM contingency. Subsequent to awarding the HVAC contract to NB Kenny the DPW has made some additional funds available to replace HV-1 in the underground parking garage. This can be added back into the project but needs to be processed as a Change Order as contracts have already been signed with the sub. Phil Renzi asked if HVAC alternates discussed some time ago were included in the HVAC contract. SN confirmed they are except HV-1 unit now being presented as a change order. The change order has been reviewed and is recommended for approval.

Chip Tarbell made a motion to approve Change Order #1 in the amount of \$55,067.00. Seconded by Jason Cohen. On a roll call vote the motion was approved unanimously.

IV. SN noted that meetings will start in the new year. Initially they will be review submittals. These will be remote and held bi-weekly. Once construction starts meetings will be weekly and held on site.

V. Next Permanent Building Committee (Public Safety Building) was scheduled for January 13, 2022 at 7:00pm.



TOWN OF WAKEFIELD

PERMANENT BUILDING COMMITTEE

NOTICE OF MEETING

December 16th, 2021 | 7:00 p.m.

Via Zoom: <https://us06web.zoom.us/j/83608327132?pwd=dXZ6VCtpMHpEU0tKdVlyMIRzOTAwZz09>

Consistent with the Governor's orders extending certain provisions of the Open Meeting Law, every effort will be made to allow the public to view and/or listen to the meeting in real time. Persons who wish to do so are invited to click on the following link <https://us06web.zoom.us/j/83608327132?pwd=dXZ6VCtpMHpEU0tKdVlyMIRzOTAwZz09>. If you do not have a camera or microphone on your computer you may use the following dial in number: 1-301-715-8592 Meeting ID 836 0832 7132 Passcode 723601. Please only use dial in or computer and not both, as audio feedback will distort the meeting. This meeting will be audio and video recorded. In compliance with the Americans with Disability Act, this location is accessible to people with disabilities, Wakefield provides reasonable accommodations and/or language assistance free of charge upon request. If you are a person with a disability and require information or materials in an alternate format, or if you require any other accommodation, please contact the Town's Disability Coordinator, William Renault-Town Engineer at 781-246-6308 as far in advance of the event as possible. Every effort will be made to grant your request. Advance notification will enable the Town to make reasonable arrangements to remove an accessibility barrier for you.

Item 1 | Public Participation

Item 2 | Wakefield Public Safety Building

- 2.1. Administrative Actions – LeftField
 - 2.1.1. Review of Previous Meeting Minutes
 - 2.1.2. Review of Invoices
- 2.2. GMP Update – Bond

Item 3 | Wakefield Memorial High School

- 3.1. Administrative Actions – LeftField
 - 3.1.1. Review of Previous Meeting Minutes
 - 3.1.2. Review of Invoices
- 3.2. Feasibility Study Schedule – LeftField
- 3.3. Feasibility Study Budget - LeftField
- 3.4. Feasibility Study Meetings - LeftField
- 3.5. Educational Programming – SMMA
- 3.6. PDP Design Alternatives – SMMA
- 3.7. MSBA High School Cost Benchmark Models - LeftField

Item 4 | Matters Not Anticipated for Agenda

Item 5 | Adjournment



MEMORANDUM

To: Joseph Bertrand
From: Shane Nolan, LeftField, LLC
Date: December 16, 2021
Re: Wakefield Public Safety Project – November 2021 Invoice Summary
cc: Lynn Stapleton, LeftField, LLC

Enclosed for approval and processing, please find the following invoices:

INVOICES					
Budget Category	Vendor	Invoice #	Date	Amount	Balance After Invoice
Owner Project Manager	LeftField	13	11/30/21	\$ 10,000.00	\$ 265,000.00
Architect/Engineer: Basic Service	HKT Architects	11-022023	12/12/14	\$ 29,444.69	\$ 329,641.00
Architect/Engineer: Supplementary Services	HKT Architects	08-022023	12/12/14	\$ 1,691.92	\$ 76,226.08
Construction Costs: Pre Construction	Bond Building	Pre Const #6	11/30/21	\$ 4,257.03	\$ 28,366.00
Advertising & Printing	Bid Docs On Line	215292-1	12/06/21	\$ 1,950.16	\$ 2,365.84
				\$ 47,343.80	

If you have any questions, please contact Shane Nolan, Owners Project Manager, LeftField at (617) 921 2830



Joseph B. Bertrand
 Permanent Building Committee Chair
 Town of Wakefield
 1 Lafayette Street
 Wakefield, MA 01880

Invoice Date: 11/30/21
 Invoice No: 13

FOR: Owner's Project Management Services
 Wakefield Public Safety Renovations/Addition Project
 1 Union Street, Wakefield MA 01880

Professional Services from November 1 - November 30, 2021

OPM Basic Services	Amount
Basic Services	\$10,000

Total Fees: \$ 10,000.00

Reimbursable Expenses	Amount
Reimbursables	\$0.00

Total Reimbursable Expenses: \$0.00

Total this Invoice: \$ 10,000.00

OPM Basic Services	Budget	Previous	Current	Total To Date	Balance
Feasibility Study/Schematic Design	\$20,000	\$20,000	\$0	\$20,000	\$0
Design Development Phase	\$30,000	\$30,000	\$0	\$30,000	\$0
Construction Documents Phase	\$40,000	\$40,000	\$0	\$40,000	\$0
Bidding/Construction Phase	\$270,000	\$15,000	\$10,000	\$25,000	\$245,000
Close-out Phase	\$20,000	\$0	\$0	\$0	\$20,000
OPM Basic Services Total:	\$380,000	\$105,000	\$10,000	\$115,000	\$265,000

Reimbursable Services	Budget	Previous	Current	Total To Date	Balance
Reimbursable Expenses Total:	\$0	\$0	\$0	\$0	\$0

Total Contract:	\$380,000	\$105,000	\$10,000	\$115,000	\$265,000
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Please Remit Payment To:
 LeftField, LLC
 17 Highfield Lane
 Norwell, MA 02061

APPROVED BY:

Joseph Bertrand/Chip Tarbell
 Chairman/Secretary
 Permanent Building Committee
 Date:

MONTHLY INVOICE**BILL TO**

Joseph B. Bertrand
Permanent Building Committee Chair
Town of Wakefield
1 Lafayette Street
Wakefield, MA 01880

Project Description: Wakefield Public Safety Building

Professional Services: November 1, 2021 November 30, 2021

INVOICE NUMBER	INVOICE DATE	PAYMENT DUE DATE	OUR PROJECT NO.	BALANCE DUE
000011-022023	Dec 14, 2021	Jan 13, 2022	022023	\$83,624.71

	Fee Summary		Previously Invoiced		Current Invoice		Remaining
	%	Stipulated	% phase Completed	Amount Billed	% complete	Value of Completed	Amount remaining
02 Schematic Design	12.03%	\$89,853.00	100.00%	\$89,853.00	0.00%	\$0.00	\$0.00
03 Design Development	15.68%	\$117,145.00	100.00%	\$117,145.00	0.00%	\$0.00	\$0.00
04 Construction Documents	24.93%	\$186,181.00	82.06%	\$152,779.31	93.46%	\$21,224.69	\$12,177.00
05 Bidding	5.85%	\$43,690.00	64.09%	\$28,000.00	82.90%	\$8,220.00	\$7,470.00
06 Construction Administration	41.51%	\$309,994.00	0.00%	\$0.00	0.00%	\$0.00	\$309,994.00
Amendment #1 - CM Selection	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	\$0.00
	100.00%	\$746,863.00	51.92%	\$387,777.31	3.94%	\$29,444.69	\$329,641.00

Invoice Total: \$29,444.69**Previous Balance: \$110,312.71****Payments Received: \$56,132.69****Account Balance: \$83,624.71**

Please make payments to HKT Architects, Inc.

APPROVED
Leftfield PM
12/14/2021**APPROVED BY:**Joseph Bertrand/Chip Tarbell
Chairman/Secretary
Permanent Building Committee
Date:

MONTHLY INVOICE**BILL TO**

Joseph B. Bertrand
Permanent Building Committee Chair
Town of Wakefield
1 Lafayette Street
Wakefield, MA 01880

Project Description: Wakefield Public Safety Building Supplemental Services

Professional Services: September 1, 2021 through November 30, 2021

INVOICE NUMBER	INVOICE DATE	PAYMENT DUE DATE	OUR PROJECT NO.	BALANCE DUE
000008-022023.1	Dec 14, 2021	Jan 13, 2022	022023.1	\$1,691.92

	Fee Summary		Previously Invoiced		Current Invoice		Remaining
	%	Stipulated	% phase Completed	Amount Billed	% complete	Value of Completed	Amount remaining
Pre-Design	3.73%	\$6,536.00	100.00%	\$6,536.00	0.00%	\$0.00	\$0.00
Survey	5.49%	\$9,629.00	100.00%	\$9,629.00	0.00%	\$0.00	\$0.00
Geotechnical Engineering	10.37%	\$18,186.00	100.00%	\$18,186.00	0.00%	\$0.00	\$0.00
Hazardous Materials	2.85%	\$5,000.00	80.00%	\$4,000.00	0.00%	\$0.00	\$1,000.00
Laser Scanning, Point Cloud and 3D Model	28.09%	\$49,255.00	100.00%	\$49,255.00	0.00%	\$0.00	\$0.00
Stormwater Management	5.25%	\$9,205.00	0.00%	\$0.00	0.00%	\$0.00	\$9,205.00
Value Engineering	2.68%	\$4,700.00	13.40%	\$630.00	0.00%	\$0.00	\$4,070.00
Reconciliation	3.54%	\$6,200.00	86.37%	\$5,355.00	0.00%	\$0.00	\$845.00
Hydrant Flow Test	1.00%	\$1,750.00	0.00%	\$0.00	0.00%	\$0.00	\$1,750.00
Building Envelope	12.29%	\$21,550.00	17.87%	\$3,850.00	0.00%	\$0.00	\$17,700.00
Envelope - Drone	0.63%	\$1,100.00	0.00%	\$0.00	0.00%	\$0.00	\$1,100.00
Envelope - Boom Lift Inspection	2.93%	\$5,146.00	0.00%	\$0.00	0.00%	\$0.00	\$5,146.00
Envelope - Exploratory Demolition	9.00%	\$15,776.00	0.00%	\$0.00	0.00%	\$0.00	\$15,776.00
Envelope - Roof Scan	2.51%	\$4,400.00	0.00%	\$0.00	0.00%	\$0.00	\$4,400.00
Envelope - Water Testing	3.66%	\$6,426.00	0.00%	\$0.00	0.00%	\$0.00	\$6,426.00
FFE	5.99%	\$10,500.00	0.00%	\$0.00	16.11%	\$1,691.92	\$8,808.08
	100.00%	\$175,359.00	55.57%	\$97,441.00	0.96%	\$1,691.92	\$76,226.08

Invoice Total: \$1,691.92**Previous Balance: \$2,255.00****Payments Received: \$2,255.00****Account Balance: \$1,691.92**

Please make payments to HKT Architects, Inc.

APPROVED
Leftfield PM
12/14/2021**APPROVED BY:**Joseph Bertrand/Chip Tarbell
Chairman/Secretary
Permanent Building Committee
Date:

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: Town of Wakefield
Permanent Building Committee
1 Lafayette Street
Wakefield, MA 01880
Attn: Joe Bertrand

PROJECT: Wakefield Public
Safety Building

APPLICATION NO: 06 Pre Con

INVOICE DATE: 11/30/2021

PERIOD TO: 11/30/2021

PROJECT NOS: 1-21-028

Distribution to:

☒ OWNER
☒ ARCHITECT
☒ CONTRACTOR

FROM CONTRACTOR: Bond Building
Construction Inc.
10 Cabot Road
Medford, MA 02155

VIA ARCHITECT:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 67,705.68
2. Net change by Change Orders \$ 31,787.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 99,492.68
4. TOTAL COMPLETED & STORED TO
DATE (Column G on G703) \$ 71,126.68
5. RETAINAGE:
 - a. 0 of Completed Work \$ 0.00
(Column D + E on G703)
 - b. % of Stored Material \$
(Column F on G703)Total Retainage (Lines 5a + 5b or
Total in Column I of G703) \$ 0.00
6. TOTAL EARNED LESS RETAINAGE \$ 71,126.68
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR
PAYMENT (Line 6 from prior Certificate) \$ 66,869.65
8. CURRENT PAYMENT DUE \$ 4,257.03
9. BALANCE TO FINISH, INCLUDING
RETAINAGE (Line 3 less Line 6) \$ 28,366.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months Add Services #1	\$31,787.00	
Total approved this Month	\$0.00	
TOTALS	\$31,787.00	
NET CHANGES by Change Order	\$31,787.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Bond Building Construction, Inc.

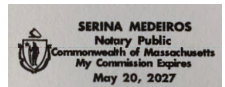
By:  Date: 11/30/2021

State of: Massachusetts County of: Middlesex

Subscribed and sworn to before me this 30th day of November, 2021

Notary Public: Serina Medeiros

My Commission expires: May 20th, 2027



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are prejudice to any rights of the Owner or Contractor under this Contract.

APPROVED BY:

Joseph Bertrand/Chip Tarbell
Chairman/Secretary
Permanent Building Committee
Date:

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: **06 Pre Con**
APPLICATION DATE: 11/30/2021
PERIOD TO: 11/30/2021
ARCHITECT'S PROJECT NO:

A	B	C			C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	ORIGINAL SCHEDULED VALUE	Budget Transfer	Owner PCCOs	REVISED SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (If Variable Rate)
						FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	Preconstruction											
	SD Estimate	16,926.42			16,926.42	16,926.42	0.00		16,926.42	100%	0.00	
	DD Estimate	18,201.02			18,201.02	18,201.02	0.00		18,201.02	100%	0.00	
	CD Estimate	21,550.11			21,550.11	21,550.11	0.00		21,550.11	100%	0.00	
	Bidding	11,028.13			11,028.13	8,271.10	2,757.03		11,028.13	100%	0.00	
	Additional Services - Exploratory Work for Testing			1,921.00	1,921.00	1,921.00	0.00		1,921.00	100%	0.00	
	Additional Services - Testing and Balancing			29,866.00	29,866.00	0.00	1,500.00		1,500.00	5%	28,366.00	
	CUMULATIVE TOTALS	67,705.68	-	31,787.00	99,492.68	64,948.65	4,257.03	0.00	71,126.68	71%	28,366.00	0.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

December 6, 2021

Mr. Joe Bertrand
Town of Wakefield Permanent Building Committee
Town Hall, 1 Lafayette Street
Wakefield, MA 01880

SEND TO:
cc: snolan@leftfieldpm.com

Town of Wakefield - Wakefield Public Safety Building
BDO Invoice #215292-1

Project Posting:	Cost	Per Unit	Quantity	Total
Electronic Posting Basic Services:	\$350.00	/ Project	X 1 =	\$350.00
Electronic Bidding Services:	\$350.00	/ Project	X 1 =	\$350.00
Additional Drawings:	\$2.00	/ Drawing	X 41 =	\$0.00
Additional Addenda:	\$50.00	/ Addenda	X 0 =	\$0.00
3-Day Rush Posting:	\$200.00	/ Posting	X 0 =	\$0.00
24-Hour Rush Posting:	\$450.00	/ Posting	X 0 =	\$0.00
Sub Total				\$700.00

Printing Costs:

Drawings / Specifications	Size	Quantity (sheets)	Total	Unit	Unit Cost	Cost
Sheet Size 30" x 42" (9 SF)	9	X 141 =	1269	SF	\$0.095	\$120.56
Binding	1	X 1 =	1	EA	\$1.00	\$1.00
Page Size 8 1/2" x 11"	1	X 1636 =	1636	EA	\$0.05	\$81.80
3-Post Binding	1	X 2 =	2	EA	\$2.50	\$5.00
		Cost Per Set				\$208.36
		Number of Sets*	X			6
Sub Total						\$1,250.16

Addenda Printing Costs: CLIENTS ONLY

	Cost	Quantity (sheets)	Quantity	SAVINGS	Total
Addendum #1 (8 1/2 x 11) - 24 pages (45 Planholders)	\$1.20	/ Addendum	X 0 =	\$54.00	\$0.00
Addendum #1 (30 x 42) - 1 drawings (45 Planholders)	\$0.86	/ Addendum	X 0 =	\$38.48	\$0.00
Addendum #2 (8 1/2 x 11) - 15 pages (47 Planholders)	\$0.75	/ Addendum	X 0 =	\$35.25	\$0.00
Addendum #2 (30 x 42) - 39 drawings (47 Planholders)	\$33.35	/ Addendum	X 0 =	\$1,567.22	\$0.00
Addendum #3 (8 1/2 x 11) - 33 pages (47 Planholders)	\$1.65	/ Addendum	X 0 =	\$77.55	\$0.00
Addendum #4 (8 1/2 x 11) - 5 pages (49 Planholders)	\$0.25	/ Addendum	X 0 =	\$12.25	\$0.00
Addendum #4 (30 x 42) - 28 drawings (49 Planholders)	\$23.94	/ Addendum	X 0 =	\$1,173.06	\$0.00
Sub Total				\$2,957.81	\$0.00

Mailing and Handling Costs:

	Cost	Per Unit	Quantity	SAVINGS	Total
Owner Paid Mailings:	\$20.00	/ Set	X 0 =		\$0.00
Addendum #1 Shipping (UPS) on 10/26 - CLIENTS ONLY	\$10.50	/ Addendum	X 0 =	\$472.50	\$0.00
Addendum #2 Shipping (UPS) on 10/29 - CLIENTS ONLY	\$15.50	/ Addendum	X 0 =	\$728.50	\$0.00
Addendum #3 Shipping (UPS) on 10/29 - CLIENTS ONLY	\$9.50	/ Addendum	X 0 =	\$446.50	\$0.00
Addendum #4 Shipping (UPS) on 11/1 - CLIENTS ONLY	\$15.50	/ Addendum	X 0 =	\$759.50	\$0.00
Sub Total				\$2,407.00	\$0.00

*6 planholder sets

Sales Amount	\$1,950.16
Misc. Charges	\$0.00
Sales Tax	Exempt \$0.00
Grand Total	\$1,950.16

No clients sets so no addenda printing or shipping charges.

Payment Received (credit plan deposits) \$0.00
BALANCE DUE \$1,950.16

SAVINGS: Town saved \$9585 in printing costs
with 46 electronic planholders and \$5365 in addenda printing and
shipping costs with electronic bidding (no hard copy addenda).
TOTAL SAVINGS OF \$14950

Lana J. Yankovsk

APPROVED
Leftfield PM
12/14/2021

APPROVED BY:

Joseph Bertrand/Chip Tarbell
Chairman/Secretary
Permanent Building Committee
Date:

CHANGE ORDER**PROJECT**

Wakefield Public Safety
1 Union Street
Wakefield MA

CHANGE ORDER INFORMATION

Change Order Number: PCCO-001
Date: 12/15/21

CONTRACT DATE: 11/24/21

OWNER

Town of Wakefield
Permanent Building Committee
Wakefield MA

CONTRACTOR

Bond Building Construction Inc.

The Contract is hereby changed by the following approved Potential Change Orders / Change Order Requests:

PCCO-001 - 12/15/2021 - PCO-001

<u>Item</u>	<u>Description</u>	<u>Amount</u>
PCO-001	HVAC - GMP Increase to Include HV-1 Replacement	55,067.00

Total This Change Order: \$55,067.00

Not valid until signed by the Owner, Architect and Contractor

The original Contract Value was.....	9,616,580.00
Sum of changes by prior Change Orders.....	0.00
The Contract Value prior to this Change Order was.....	9,616,580.00
The Contract Value will be changed by this Change Order in the amount of.....	55,067.00
The new Contract Value including this Change Order will be.....	9,687,416.00
The Contract duration will be changed by.....	0
The revised Substantial Completion date as of this Change Order is.....	N/A

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

HKT Architects
ARCHITECT

Bond Building Construction Inc.
CONTRACTOR

Town of Wakefield
OWNER

By:

By: David Capaldo

By:

Signature

Signature

Signature

Date

Date

Date

12/15/21

BOND

Building

14-Dec-21

Mr. Joseph Bertrand
Town of Wakefield
Permanent Building Committee
1 Lafayette St.
Wakefield, MA 01880

RE: BBC Project No.1-21-028, Wakefield Public Safety Building
CHANGE ORDER REQUEST FOR PCO NO. 001

Dear Mr. Bertrand,

Bond Building Construction, Inc. (BBC) hereby submits this COR for PCO No. **001 – HVAC - GMP Increase to Include HV-1 Replacement**. The following is an itemization of the recognizable costs associated with this change order request.

<u>Item</u>	<u>Description</u>	<u>Amount</u>
001	HVAC FSB - Revised Total HVAC Base Bid to Include HV-1 Unit replacement back into the Project. Email Correspondence and trade bid documentation enclosed.	\$54,062.00
002	Liability Insurance (1.1%)	\$595.00
003	Payment & Performance Bonds (0.75%)	\$410.00

Current Amount This PCO: \$55,067.00
Total Proposed Schedule Extension: 0 days

The total amount of this Change Order Request as itemized is **Fifty-Five Thousand Sixty-Seven and /100 Dollars (\$55,067.00)**.

Please sign and return one copy of this Change Order Request as acknowledgement of your concurrence.

Any questions or comments regarding the items noted should be directed to my attention.

Respectfully,
Bond Building Construction, Inc.



Dario Santiago
Project Manager

ACCEPTED:

Owner

Architect

Date

Date

**BOND Building
Construction, Inc.**
10 Cabot Road, Suite 300
Medford, MA 02155
phone 617.387.3400
web bond-building.com



cc: PCO File No. 001
HKT Architects Inc. – Janet Slemenda; Scott Woodward
DCAMM – Shane Nolan, Lynn Stapleton
BBC – David Capaldo

DOCUMENT 005237

TRADE CONTRACT AGREEMENT FORM

THIS AGREEMENT MADE THIS DAY OF _____, 2021, by and between **Bond Building Construction**, a corporation organized and existing under the laws of Massachusetts, hereinafter called the "Construction Management At Risk Firm"; and N.B. Kenney Company, Inc., a corporation organized and existing under the laws of Massachusetts, hereinafter called the "Trade Contractor."

WITNESSETH that the Construction Management At Risk Firm and the Trade Contractor for the considerations hereafter named, agree as follows:

(1) The Trade Contractor agrees to furnish all labor and materials required for the completion of all work specified in Section No(s). 230000 & 230548 of the specifications for Heating, Ventilating and Air-Conditioning (name of Sub-trade(s)) and the plans referred to therein and addenda No. 1-4 for the Wakefield Public Safety Additions, Renovations and Upgrades all as prepared by **HKT Architects Inc.**, the Project Designer. All work shall be in accordance with the contract documents listed on **Exhibit A**; and the detailed Scope of Work listed on **Exhibit B**. The Construction Management At Risk Firm agrees to pay the Trade Contractor as full payment for all the work in **Exhibit B** the sum of \$ 2,318,400.00. This price includes the following alternates: Nos. _____.

(a) The Trade Contractor agrees to be bound to the Construction Management At Risk Firm by the terms of the hereinbefore described plans, specifications (including all general conditions stated therein), and Addenda No. 1-4, and to assume to the Construction Management At Risk Firm all the obligations and responsibilities that the Construction Management At Risk Firm by those documents assumes to the Town of Wakefield (Awarding Authority) hereinafter called the "Awarding Authority," except to the extent that provisions contained therein are by their terms or by law applicable only to the Construction Management At Risk Firm.

(b) The Construction Management At Risk Firm agrees to be bound to the Trade Contractor by the terms of the hereinbefore described documents and to assume to the Trade Contractor all the obligations and responsibilities that the Awarding Authority by the terms of the hereinbefore described documents assumes to the Construction Management At Risk Firm, except to the extent that provisions contained therein are by their terms or by law applicable only to the Awarding Authority.

(2) The Construction Management At Risk Firm agrees to begin, prosecute and complete the entire work specified by the Awarding Authority in an orderly manner so that the Trade Contractor will be able to begin, prosecute, and complete the work described in this Trade Contract; and, in consideration thereof, upon notice from the Construction Management At Risk Firm, either oral or in

writing, the Trade Contractor agrees to begin, prosecute and complete the work described in this Trade Contract in an orderly manner and in accordance with the Project Schedule attached as Exhibit C as it may be reasonably modified from time to time by agreement of the Construction Management At Risk Firm and the Trade Contractor.

(3) The Trade Contractor agrees to furnish to the Construction Management At Risk Firm, on execution of this Trade Contractor Agreement and prior to commencing the work, evidence of workers' compensation insurance as required by law and evidence of public liability and property damage insurance of the type and in limits required to be furnished to the Awarding authority by the Construction Management At Risk Firm.

(4) The Construction Management At Risk Firm agrees that no claim for services rendered or materials furnished by the Construction Management At Risk Firm to the Trade Contractor shall be valid unless written notice thereof is given by the Construction Management At Risk Firm to the Trade Contractor during the first ten (10) days of the calendar month following that in which the claim originated.

(5) This Trade Contractor Agreement is contingent upon the execution of an amendment to the contract between the Construction Management At Risk Firm and the Awarding Authority for the work of the Trade Contractor.

(6) If the trade contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to sub-trade subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Construction Management At Risk Firm, or otherwise be guilty of a substantial violation of any provision of the contract, then the Construction Management At Risk Firm may, without prejudice to any other right or remedy and after giving the Trade Contractor and his surety seven days' written notice, terminate the employment of the Trade Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method he may deem expedient. In such case the Trade Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the trade contract price shall exceed the expense of finishing the work including compensation for additional architectural, managerial and administrative services, such excess shall be paid to the Trade Contractor. If such expense shall exceed such unpaid balance, the Trade Contractor shall pay the difference to the Construction Management At Risk Firm. The Construction Management At Risk Firm and Trade Contractor shall have the right to seek damages for breach of this Trade Contract without terminating this Trade Contract or ceasing performance hereunder.

(7) The following exhibits are incorporated into their subcontract:

Exhibit A: Contract Documents

Exhibit B: Detailed Scope of Work

Exhibit C: Project Schedule (Listed as Exhibit H in Contract Documents)

(8) IN WITNESS WHEREOF, the parties hereto have executed this agreement under seal on the date and year first above-written.

ATTEST _____

Trade Contractor

ATTEST _____

Construction Management At Risk Firm

David Capaldo, AIA, LEED AP

From: Brian Curran <bcurran@nbkenney.com>
Sent: Monday, December 6, 2021 8:02 AM
To: David Capaldo, AIA, LEED AP
Cc: Barbara A. Connolly
Subject: [EXTERNAL] Wakefield Public Safety Building - Value Engineering

David,

Our Base Bid HVAC Proposal is:

Submitted on 11/3/21	\$2,388,000	
Accepted Value Engineering	-\$69,600	
Delete HV-1 from scope	-\$54,062	HV-1 Replacement Included in Base Bid Amount
REVISED Total Base Bid Amount	-\$2,264,338	\$ 2,318,400

Please give me a call if you have any questions.

Thank You

Brian Curran | Vice President of Sales | bcurran@nbkenney.com
N.B. KENNEY COMPANY, INC. | 68 Barnum Road, Devens, MA 01434
Office: (978) 849-5200 Ext. #119 | Cell: (978) 815-7544 | Fax: (978) 849-5298

