

THESE MINUTES ARE SUBJECT TO APPROVAL BY THE PUBLIC BUILDING AND SITE COMMISSION.

Minutes of the special meeting of the Public Building and Site Commission held on Wednesday, November 12, 2014 in the Reed Intermediate School. Chairman Robert Mitchell called the meeting to order at 7:00 p.m.

Present: Robert Mitchell, Anthony D'Angelo, Rick Matschke, Thomas Hanlon, Peter Samoskevich, Joseph Borst, Roger Letso (7:17). **Absent:** Thomas Catalina, James Juliano. **Also Present:** Clerk of the Works William Knight, Geralyn Hoerauf and Mark DuPre from Diversified Project Management, Jay Brotman and Julia McFadden from Svigals and Partners, Mike Walker and Aaron Kruger from Consigli.

Minutes. Upon motion of Mr. Borst, the minutes of the meeting of October 14, 2014 were unanimously accepted as presented.

Sandy Hook Elementary School.

- Phase IV construction bidding authorized by the State as of today's date. This is within the project schedule.
- Ms. McFadden noted independent reviewer found minor items to be corrected.
- Wrapping up items for the bid set.
- Central lobby had two open stairs but the State of Connecticut codes prohibit this so horizontal stairs were added for egress. A modification has been requested and is under review by the State. State Fire Marshal and State Building Official at odds on interpretation and will not make a decision until next spring.
- Next week bids will go out. Due December 11.
- Ms. Hoerauf noted everything is on schedule.
- Mr. Matschke moved to accept Phase IV documents to go out to bid next week. Second by Mr. Borst. All in favor.
- Mr. Kruger noted tree clearing went very well. Final erosion controls being put up.
- State approved erosion control and storm water control measures.
- Deep dynamic compaction will begin November 19. Aquarion Water Company had issues with feeding one building to another site so the Senior Center will be connected from Riverside Road.
- Change Request #CR-001 dated November 10, 2014 in the amount of \$15,776.45 will be requested for this work. Ms. Hoerauf noted that this will come out of the owner's project contingency. This work will be off site so it is not part of the grant but this will be packaged with other off site costs. Town will apply for a waiver.
- Mr. Mitchell noted that this collateral damage and should be covered by the grant.
- Change Request is not a formal Change Order per Mr. Kruger. Change Requests will be bundled following approval by PBSC and submitted as a formal Change Order.

- Mr. D'Angelo moved to accept Change Request #CR-001 in the amount of \$15,776.45. Second by Mr. Borst. All in favor.
- Mr. Mitchell moved to modify Consigli's contract to allow Consigli to bid on portions of concrete and general trades work for Phase IV contingent on approval of the documents. Second by Mr. D'Angelo. All in favor.
- Next six months of expenditures are requested by the State School Facilities Unit.
- Next three months on the site will involve the water line for the Senior Center; backflow preventer to be utilized. Other work will be grading, compaction, etc. per the Phase 3 documents.
- Mr. Mitchell suggested extra security and awareness on the site for the anniversary date.
- Ms. Hoerauf updated the Commission on the job meetings.
- Meeting with the families was held on Monday to bring them up to date.
- Working with design team on security.
- Town working on installing gas line.
- Website updated recently. Photos from construction site will be added.
- Ms. McFadden reported on LEED certification noting we are 64-66 points towards the goal of a Gold Certification.
- Application for Gold Star award: USJVC waived their fees for the process of the review.
- Any donors of goods or materials should be referred to Consigli. The State does not allow certain donations so these need to be coordinated to determine if they can be accepted. Mr. Kruger noted that it would be unfair to bidders if they do not all have access to the donations.

Invoices for payment.

Svigals invoice #1360-11. Reimbursable costs of \$7,142.42 were not paid last month.
 Svigals invoice #1360-12. Reimbursable costs of \$10,746.42 were not paid last month.
 Svigals invoice #1360-13. Reimbursable costs of \$6,996.58 were not paid last month.

Ms. Hoerauf distributed an explanation of these reimbursables (Attachment A). These are acceptable per the contracts.

Mr. Mitchell objects to in house printing being a charge. Ms. McFadden noted that some of this is for 11x17 prints being brought to meetings. He asked that this not be a charge in the future.

The three Svigals invoices will be refigured to take out the mileage charges.

Mr. Borst moved to approve Phase III and Phase IV materials testing work by Independent Materials Testing Laboratories. Second by Mr. D'Angelo. All in favor.

Diversified Project Management invoice #2014333 in the amount of \$6,744.16, invoice #2014334 in the amount of \$2,237.00 and invoice #2014335 in the amount of \$3,897.12 will be tabled for better explanation. These did not match the monthly fee.

Adjournment. Upon motion of Mr. Borst the meeting adjourned at 8:00 p.m.

Ann M. Mazur, Clerk

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DIVERSIFIED
PROJECT MANAGEMENT

Town of Newtown
Public Building & Site Commission
Reimbursable Expenses Review – Consultant Contracts, Sandy Hook School
November 12, 2014

We have reviewed the reimbursable expenses submissions from Svigals + Partners included in the following invoices:

- September 2014 -- dated October 19, 2014
- August 2014 – dated September 19, 2014
- July 2014 – dated August 13, 2014

Reimbursable Expenses were submitted in the following amounts, under the listed categories:

	Jul-14	Aug-14	Sep-14	Subtotals	w/Mark-up
Conference Calls	\$ 36.68	\$ 28.44	\$ 24.06	\$ 89.18	\$ 98.10
Postage and Delivery	\$ 98.63	\$ 207.61	\$ 9.24	\$ 315.48	\$ 347.03
Mileage	\$ 125.04	\$ 1,203.34	\$ 1,023.08	\$ 2,351.46	\$ 2,586.61
In-house Reproductions	\$ 5,552.39	\$ 3,816.91	\$ 2,073.44	\$ 11,442.74	\$ 12,587.01
Presentation & Approvals Reproductions	\$ 1,323.08	\$ 5,766.70	\$ 1,977.16	\$ 9,066.94	\$ 9,973.63

According to the terms of the consultant contract (attached), “teleconferences”, “printing, reproductions, plots, standard form documents” and “postage, handing and delivery” are all allowed as reimbursable expenses without qualification. The consultant has provided back-up documentation that verifies the cost of these services. Therefore we recommend that all conference call, postage and both in-house and presentation reproduction costs be approved and submitted for payment.

However, after reviewing the consultant contract it is clear that charges for mileage reimbursement between the consultant offices and the Town of Newtown are not an allowable reimbursable expense, as “local travel with 100 miles of the Project shall not be considered a Reimbursable Expense” is explicitly stated. Therefore we recommend that mileage charges not be approved.

Reimbursable expenses should be revised to the following amounts for each of the invoices:

September 2014

Original invoice of \$6996.56 - \$1125.39 of mileage now = **\$5,871.17**

August 2014

Original invoice of \$10,746.42 - \$1323.67 of mileage now = **\$9,422.75**

July 2014

Original invoice of \$7142.42 - \$137.54 of mileage now = **\$7,004.88**

Employee or Category

Rate

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence; subsistence approved in writing in advance by Owner (local travel within 100 miles of the Project shall not be considered a Reimbursable Expense);
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants; Owner other than model and mock-ups identified as part of Basic Services and included in Architect's Fee;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.) Invoices must be presented to the Town of Newtown Purchasing Department at least two weeks prior to the monthly Public Building and Site Commission meeting. Invoices will be reviewed and approved at each regularly scheduled monthly meeting. Payment of approved invoices will be remitted within 10 days of approval.

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