

COMMITTEE ON JOINT SCHOOL BUILDINGS

June 11, 1997

6:30 PM

Chairman Higgins called the meeting to order.

The Clerk called the roll.

Present: School Cmte. Members Higgins, Healy, and Zebrowski,
Aldermen Reiniger, Clancy, Domaingue

Messrs.: M. Hobson, B. MacKenzie, R. Fradette, R. Houle,

Chairman Higgins addressed item 3 of the agenda:

Central Locker Rooms Renovation -Project Summary.

Mr. Houle stated this project is moving along rather rapidly. They are ahead of schedule.

Ms. Zebrowski asked on this form you have contingency authorized 10,000 and at the bottom it says available contingency of 20,000 why do we have two numbers?

Mr. Houle answered the 20,000 is under this Committee's control, it has not been authorized for any purposes. The 10,000 has been authorized for any change that I may deem necessary.

Chairman Higgins addressed item 4 of the agenda:

Central/West Heating & Ventilation Improvements Project Summary.

Mr. Houle stated when the SCIP Committee met this morning it produced two recommendations for the Joint School Building Committee to consider. You may recall that originally this project was envisioned as a two year project at 4 plus million dollars. We will be at the end of Phase II this year, and will have spent a little over two million dollars for construction. The engineer has lived up to his part of the contract. A couple of things have happened, and they are in the attached information, the clearer letter is the bottom one, the middle one tends to be confusing, I received the bottom one this afternoon because I asked for

clarification. For the 37,000+ they have spelled out exactly what they would do here. The contractor, Meridian Construction, who bid a three million dollar project, originally, and we awarded a million the first year, and asked him to hold his prices for a year, we awarded a second million recently, he told us he would hold his prices for another year. So we originally have a 39,000 proposal from W.B. Engineering that is now down to 37,000. We can do next summer provided it is funded and move right into it. Almost all the design work is done, obviously there is going to be some repackaging, final design, and a few odd items, and some construction management for contract administration for up to three seasons. I suspect we are going to need probably two anyway. The SCIP Committee is recommending that we amend this contract for this purpose in the amount of 37,550 and the Committee also recommends that the Joint School Building Committee consider authorizing the balance which is 18,299.83 for construction contingency. At this point in time there is no contingency for this project.

Ms. Zebrowski asked can you explain where did this money come from to begin with?

Mr. Houle answered it was in Phase I, if you look at the 200,000 bond, funding source, it was a balance that was in there.

Mr. Clancy asked what would you actually need that money for?

Mr. Houle answered they don't know, I would expect that it may be something that the school recommends, hopefully not, it would be an unforeseen condition, that means they run into something reasonable people could not have anticipated and then we talk about it. But if it should have been anticipated we will not pay for it.

On motion of Alderman Clancy, duly seconded by Mr. Healy, it was voted to approve the amendment of the W.V. Engineering contract by 37,500 and authorize the balance of 18,299.83 in contingency to Public Buildings Services for phase II contingency.

Chairman Higgins addressed item 5 of the agenda:

New Middle School - Project Summary.

Mr. Marinace stated I will give you a quick update..

Chairman Higgins asked is this the report we are going to get every month?

Mr. Houle stated I would like to walk the committee through the budget report format. You will notice that the total budget is up to 9,499,300, that includes 214,300 in impact fees previously not shown anywhere except in the CIP budget process. So what we have done is laid out everything since day one in terms of Frank's early design contract and the subsequent contract and the Bonnett, Page & Stone contract which was pre-authorized by the Board of Mayor and Aldermen. Then there are a number of CIP recommendations, and I think what would be the thing to do is let them sit there until this thing develops, which outlines monies that have been earmarked for specific project purposes but not authorized by this committee yet, leaving a contingency balance of 224,200. The CIP recommendations for the 906,000 includes the 224,200. To keep this project moving along the SCIP Committee met this morning with John Devine of Green Acres, representing the Superintendent, and it was recommended that this Committee consider allocating the contingency amounts in the following manner: 10,000 to PBS to keep the project rolling, 40,000 to PBS/Special Building Committee, and that the Joint School Building committee maintain 174,200 under its control until needed.

Chairman Higgins asked this is not money we had before, we had a contingency of about 9,000.

Mr. Houle answered that is the main difference in these two reports, is that the impact fees now show, and increases contingency.

Ms. Zebrowski asked if we have that extra money is it possible maybe to get the Clerk of the Works to go full time?

Mr. Houle answered that is certainly an item I hope this Committee discusses this evening. We have taken the initiative and issued expressions of interest and qualifications from consultants for Clerk of the Works. We have a list of four people that have responded. Certainly the money for this budget is under the control of this Committee.

Chairman Higgins asked there is contingency available if we wanted to do something like that, right?

Mr. Houle answered yes.

Mr. Houle stated now when we go to percent complete, what we are anticipating is the contractor moves forward and submits his requisitions for payment, which are reviewed by the architect, and this where we would start assigning percentages. We will be able to track percent complete of the project or any phase of it as the money is approved.

Chairman Higgins stated if you have 45 percent complete of the architectural services, that means your job is almost done but you are the inspecting architect, does that come out of another pocket or something?

Mr. Marinace answered that is part of our contract, it is called inspect and administration, to submit shop drawings, attend pre job site meetings, correspondence, punchlists, etc.

Chairman Higgins stated I am concerned because the job has not even started yet and we have already used 45 percent of your services.

Mr. Marinace answered that is extremely low for this job, we would usually be up to 75 or 80 percent by now. Our job is to get the construction documents squared away, now the contractor takes over and all we do is make sure he builds according to the documents.

Chairman Higgins asked how many inspections are you doing?

Mr. Marinace answered we do not like to call them inspections because they are not really, we do not take micrometers out and to lab/tech work, we check for general conformance with the contract documents. The general contractor has those plans and specs, it is his job to make sure that his work conforms with the plans he was given.

Chairman Higgins asked you are not going to give us reports that say "it appears" that the work is being done to spec, are you?

Mr. Marinace answered I can't guarantee it. Think about it, a great big project, allot of the work gets done when we are not there, how do we know what the contractor has done when we were not there? He has the responsibility to meet his contract. One of the reasons you have a Clerk of the Works is so that someone can be here all the time looking at that sort of thing, even the Clerk cannot be responsible for the contractor's performance.

Mr. Tanguay stated that I think it is important to have a full time Clerk of the Works.

Mr. Houle stated we are holding a full 15 percent until completion of the project.

Chairman Higgins stated and they agreed to it?

Mr. Houle answered yes and we also have architects submit bid security because we have people try to negotiate after they know they are the low bidder.

Mr. Tanguay asked will the committee see the requisitions?

Mr. Houle answered the way that has been working is the requisition is forwarded to my office, certified by him, we process the payment, and the summary is seen and signed by the Chair.

Mr. Tanguay stated so there is no line items.

Chairman Higgins stated I can asked for backup.

Mr. Houle stated certainly our records are open to anyone who wants to see something.

Ms. Zebrowski asked they don't get paid for a portion of the job until it is complete, so the percent complete is not just monetary it is also work wise, we can say that 10 percent of the job is complete not just that 10 percent of the money has been spent.

Ms. Zebrowski asked do we have any kind of construction schedule yet, completion dates?

Mr. Houle answered it has been requested.

Mr. Houle stated if this reporting format is acceptable we will maintain it throughout the project and it will be updated on a monthly basis.

Chairman Higgins stated this will be the format provided to us from now on, will it be acceptable to the Board?

Mr. Houle answered yes, if the committee could consider the allocation of contingency.

On motion of Mr. Healy, duly seconded by Ms. Zebrowski, it was voted to allocate 224,200 in contingency as recommended by the SCIP Committee.

Mr. Healy asked where is the model of the Middle School?

Mr. Marinace answered we have that. We were going to take it over to the job, do you want it somewhere else?

Mr. Healy stated it would be nice to have it at one of our meetings.

Chairman Higgins stated maybe the Board of Mayor and Aldermen would like to see it.

Mr. Healy stated seeing as we are meeting at the same building now, it would be convenient to have it there.

Mr. Houle stated I would like to recap what has occurred with this project over the last couple of weeks. Two weeks ago at a pre construction conference attended by several department heads and school department, planning department, contractors, subcontractors, Frank, myself and Armand Gaudreault, we were concerned with school safety and there were a couple of things that were agreed upon. In general one was that there will be no vehicular traffic on school grounds between 8:00 and 9:00 a.m. and 2:00 and 3:00 in the afternoon. It was also agreed by the contractor that he would move the portable classrooms to a specific location, set them up, and they would be ready for school opening. We thought we were going to do that early on but we decided not to. In my view those of us with the City, considering that we were negotiating with the low bidder, and we were entitled to, and it was promised that there would be no traffic during those hours, and the relocation of the two portable classrooms. Somewhat aside, I have asked the architect to prepare a change order to reflect that. As of this point I have not executed the contract yet, and will not until we get that change order signed. As of Friday noon, the no vehicle rule had been violated about eight times. Three times I have personally spoken to either the principal and/or Frank, and I advised Frank to send the contractor a letter telling that we are assigning a police officer there and would be backcharging him and it would cost about \$220 a day. We got his attention, he is not happy, I have reviewed the letter attached to your agendas with the Chair, and will advise you what his response to the City was.

Chairman Higgins stated if you will allow me to interrupt for a second, you might have received in your packets some information from Jack Devine, memos to the parents and also a letter from Alderman Domaingue speaking about those issues. Mr. Houle decided he was going to put a policeman there and I agree.

Mr. Houle stated technically I don't think we can fine them but we can force them to look at the agreement made to us. We have a site meeting tomorrow morning with the contractor, if he can come up with an alternative, fine, but this problem is going to exist next school year also. We have to be able to isolate the truck traffic from regular school traffic.

Mr. Healy asked how do we protect the site as the project goes on, from people going onto the site, is that our responsibility or the contractor?

Mr. Houle answered it is the contractor's responsibility, he carries builder's risk insurance.

Mr. Healy stated because I have been there a number of times in the evening and there is always cars there right onto the site, either taking loam or rocks or they are taking things right from the site and I was just thinking about as time continues and different items there, I wanted to know if we were responsible.

Mr. Houle stated Alderman Domaingue has sent letters to the Chief on this issue.

Mr. Marinace stated the contractor is going to post no trespassing signs, those signs do not always stop people but at least when it is posted people know they are doing something wrong when they go beyond the signs. The contractor is in control of the site.

Ms. Zebrowski stated I thought there was something about keeping ninety feet away from the school while in session, are they complying with that?

Mr. Houle answered I believe they are but if they are not, we will address that also.

Mr. Houle advised that he had obtained the Department Heads sign off sheet for the maintenance plan for the new middle school and distributed it to the Committee.

Chairman Higgins stated in reference to the memo from Ron Ludwig, who states that unless the necessary funds are allocated, the Parks Department does not want to take responsibility for fence repair or lawn maintenance. How should we respond to that.

Mr. Houle stated I suggest we wait for Alderman Domaingue's input.

Ms. Zebrowski asked have you spoken with the custodial contractor about changes to the contracts.

Mr. Houle answered this is at least three new positions, this cannot be done within the new contract. Besides, it does not take effect until the summer of 1998.

Chairman Higgins stated we do not want to forget about it.

Mr. Houle addressed the list of candidates for the position of Clerk of the Works.

Chairman Higgins asked if any of the names on the list were familiar.

Mr. Houle answered James Van Valkenburgh was the Clerk of the Works for the additions to Smith, Jewett and Gossler. Gordon Daly is with the Episcopal Church and is very active with the church affairs and works for them. All but one party here qualifies. The procurement procedure is step one, we issue the expression of interest and qualifications, step two is to issue a request for proposal. Contracts in excess of 10,000 require interviews and at least three qualified candidates must be invited, if there are three. The SCIP Committee is recommending that the Special Building Committee which is made up of someone from Planning, someone from the Building Department, a member of the school Board and a person from School Administration, and myself. This process was used to recruit or solicit the services of Frank, we pre qualified the general contractors for this project, and in all cases our recommendations are made to this Committee. What we are suggesting is that this process be used again and we will bring a recommendation into this committee hopefully at the next meeting.

Chairman Higgins stated I would agree, do I have a motion?

On motion of Ms. Zebrowski, duly seconded by Mr. Healy, it was voted to have the Special Building Committee review the candidates for Clerk of the Works and bring their recommendation to the Joint School Building Committee at its next meeting.

Mr. Houle stated the SBC is only going to make its recommendation to this committee, not tell it what to do.

Ms. Zebrowski asked Mr. Marinace how the investigation into lawn sprinklers for the middle school was going.

Mr. Marinace answered I began calling local sprinkler companies, who are all extremely busy right now and can probably look at the plans in about a month. I am sending them site plans to show them what is involved. All three companies that were called said they would let me know as soon as they have a chance to review the plans.

Chairman Higgins addressed item 6 of the agenda:

Any other business which may come before the Committee.

Chairman Higgins stated we only have one Alderman here and the rest of us have heard this on Monday. The reason why you received the proposal from Mark Hobson in your packet is because at the last meeting, Aldermen Clancy and Domaingue both stated that in order for the Board of Aldermen to go forward it would need to know where this committee is at. Yesterday I asked that the Board of Mayor and Aldermen receive this package so that they can see where the School Administration is going. We are still pursuing the Lake Shore property. Just what I read in the paper this morning and from what Rick said Monday night, that it appeared to him that, or he would venture a guess that the contract was based on pending approval of the zoning board. If the zoning board did not approve it, then the owner would be free to negotiate with someone else. Is that not so?

Mr. Hobson stated it is so except that the owner is...I spoke yesterday with Attorney Fradette and the potential, well, Norwood Realty, and the bidder has extended his contract with the owner. That does not change, to the best of my knowledge, this letter, and you can sort of play out a few scenarios. The prospective buyer can buy the property, sit on it and fight the City until he either gets what he wants or sells it, or he doesn't buy the property but he continues to fight the City because he has been turned down by the ZBA. We come in, per the Aldermen's approval, with a bid, we bring that bid to Norwood, Norwood brings that to Universal Health, and then Mr. Clancy could then choose to try to outbid us. I said two months ago, I do not think the city wants to get into a bidding contest. That is why in the bigger scheme of things Mr. MacKenzie, myself, the

Superintendent of Schools and others, have been thinking and talking about what are our alternatives, the alternative school. Our Committee and the Administration, we are very strong in the fact that Lake Shore is the first choice, it is certainly the first choice of the student services director Foad, and Nancy Evans. It is our intention to get moving.

Ms. Zebrowski asked if they did decide to drop their offer, are we in a position to make an offer, or how far away are we from that point?

Mr. Tanguay stated I think we should proceed with the offer and see what the owner wants to do with it. He may well accept it, knowing that it is a done deal and he will get the money. The other company can outbid us but that presents problems obviously for the owner in terms of time. I think we should proceed and give them a bid.

Alderman Clancy asked is it 3.5?

Mr. Tanguay stated I think we need to talk about that.

Mr. Hobson stated that is what we have done for all of our speculations, we have done...

Chairman Higgins asked Mr. Fradette who do you represent?

Mr. Fradette answered I represent the buyer. Education Health Systems who has the existing option with a right of first refusal.

Mr. Hobson stated we have told Mr. Clancy (the owner) that we would gladly go away...if he would like to offer to buy us a building...

Chairman Higgins asked (of Mr. Fradette) you offered us a building?

Mr. Fradette answered yes, the administration building on the Lake Shore property.

Chairman Higgins stated that won't serve our purpose.

Mr. Hobson stated both Mr. Fradette, and the owner, Mr. Clancy, have been very gracious, and are trying to be good corporate citizens to the School System. Mr. Clancy is a former special ed person himself and I wish we could do something, but right now it will have to be a bit of honorable adversarial opponents. We want to have the Aldermen bless us in going after that property.

Chairman Higgins asked so what is the process now, you have been working on this and the Aldermen, although I cannot speak for them I am almost positive they would be behind this, so what I need to know is what is the next step? Supposing the buyer goes away, what happens after that, we are waiting in the wings, but what exactly do we have to offer?

Mr. Tanguay stated I do not know the laws in New Hampshire that well, but is it appropriate for us to strategize negotiations in open session?

Chairman Higgins answered we are not really negotiating.

Mr. MacKenzie stated I think land transactions are very touchy. Certainly if you are talking about an offer, a final offer would become public, but you may want to discuss the dollar amounts in non public session.

Chairman Higgins stated I do not want to discuss dollar amounts I want to know what is the next step we have to do. That is all I want to know, do we go to the Board of Mayor and Aldermen now? We know what we want to do, I know that Nancy wants to get out of there in September, but where do we do this by September?

Mr. Hobson stated you are asking what is the process as far as going before the Board by a date, and then what happens if the Board says yea or nay.

Mr. MacKenzie stated if I could just explain some of the process, I know people are anxious to get in there but at one of the School Board meetings I indicated that it would likely be impossible to get in there by September. I don't want to encourage anybody that it would be possible, because it is clear modifications would have to be made to the building and it would take time to consummate any land deal and go through the title work and have all the approvals. It is not necessarily going to happen by September. I do think that you will need fairly soon, an authorization from the Board of Mayor and Aldermen to at least enter into negotiations and make an offer.

Chairman Higgins asked how do we get Board approval?

Mr. MacKenzie answered at the next meeting, make a formal request to the Board to allow you the ability to negotiate and make an offer. Some Board members will ask, we don't have any money to do it. There is no money in this year's proposed FY98 program, all the money is allocated, it is clear that there would have to be some demonstration, and that would have to have the concurrence of the Finance Director, that this could be a self funded project that would be in the best interest of the City. What will happen is probably within the next couple of months we would have to amend the FY98 CIP program in order to create this as a project. The City would have to authorize the bonds and that can take a couple of months.

Mr. Hobson stated obviously we would like to fast track this, there will probably be some special meetings of the Board for the budget, perhaps if we can try to get approval...

Mr. MacKenzie stated it is important to get that initial approval to at least explore and negotiate and make an offer.

Chairman Higgins asked does that come from the Building and Sites Committee to the full School Board and then from the School Board to the Joint School Buildings....I am trying to line up my ducks here.

Ms. Zebrowski stated I think we have already done that.

Chairman Higgins stated so now we are here, Joint School Buildings can ask that...

Mr. MacKenzie stated request that the Board of Mayor and Aldermen authorize...

Alderman Clancy stated to take action.

Chairman Higgins stated okay so that is what we need to do.

Mr. Hobson stated what we were hoping for with three aldermen being here tonight, was that a directive be given that would go to the Board of Mayor and Aldermen at the next meeting.

Chairman Higgins stated I did not realize that because Alderman Domaingue asked whether or not she should be here, and I did not think we had things that we needed to vote on, otherwise she would have been here. I don't want to speak for her but I know she is very much in favor of this.

Alderman Clancy stated just about everyone is.

On motion of Alderman Clancy, duly seconded by Mr. Healy, it was voted to request that the Board of Mayor and Aldermen authorize the School Administration to proceed with negotiations for the purchase of the Lakeshore property or an alternative site.

Mr. MacKenzie stated it is important if you want to keep this thing moving to follow through with some of the technical work, we do have Tennant & Wallace working on this along with Nancy and Foad. The schematic ideas came back higher than the square footage available at Lakeshore Hospital but in reviewing those it may be able to go back and look at the numbers again. It came out to about 80,000 square feet, I think that was cut down from the first go around. There is 67,000 square feet on the site.

Chairman Higgins stated in order...they are going to ask about money, the money that we have that we never used for the Hevey School, can we use that to do the architectural stuff?

Mr. MacKenzie answered it is possible, it is tougher to use it for construction because of all the Federal laws, we have to go out and approve every single child as low income, and that takes a full survey. So using the HUD money is a little cumbersome.

Chairman Higgins asked do we have any other money that we set aside for Hevey and Chandler?

Mr. MacKenzie answered we do have a small amount of SCIP money remaining that we could utilize to... I think the next step is to authorize Tennant Wallace to come up with a conceptual plan of how the rooms go together, and also to evaluate Lakeshore Hospital in terms of the facility.

Mr. Hobson stated in order for us to receive the Federal entitlements that we will be receiving, we have some data on the income levels of some of the children that will be going to the alternative site, we can work with you on that.

On motion of Mr. Healy, duly seconded by Ms. Zebrowski, it was voted to approve a conceptual survey of the Lakeshore Hospital site by Tennant Wallace as consultant.

There being no further business to come before the Committee on Joint School Buildings, on motion of Mr. Healy, duly seconded by Alderman Clancy, it was voted to adjourn.

6/11/97 Cmte. on Joint School Bldgs.

14

A True Record. Attest.

Clerk of Committee