

CITY OF NEWTON

IN BOARD OF ALDERMEN

PUBLIC FACILITIES COMMITTEE REPORT

WEDNESDAY, JANUARY 23, 2008

Present: Ald. Schnipper (Chairman), Lennon, Albright, Salvucci, Gentile, Mansfield and Lappin

Absent: Ald. Yates

Also Present: Ald. Brandel, Coletti, Ciccone, Danberg, Freedman, Harney, Linsky, Parker, Sangiolo, and Swiston

City staff: David Turocy (Commissioner of Public Works), Arthur Cabral (Budget and Project Specialist; Public Buildings Department), Nick Parnell (Commissioner of Public Buildings), Sandy Pooler (Chief Administrative Officer), Susan Burstein (Chief Budget Officer) and Shawna Sullivan (Committee Clerk)

REFERRED TO PUBLIC FACILITIES AND FINANCE COMMITTEES

#398-07 HIS HONOR THE MAYOR requesting an appropriation in the amount of \$1,600,000 from Free Cash for the purpose of supplementing the snow and ice budget in the Department of Public Works for FY08. [12-11-07 @ 4:09 PM]
NOTE: Letter received from Mayor on 01/02/08 requesting that appropriation amount be amended to \$1.2 million.

ACTION: **APPROVED AS AMENDED 6-0 @ 1,872,165 (Lennon not voting)**

NOTE: The Commissioner of Public Works joined the Committee for discussion of this item. The request is for additional funds to supplement the snow and ice budget in the Department of Public Works. Twice the Mayor has amended the request. The first amendment was necessary as the original request combined both the appropriation for the Public Works Department and Parks and Recreation Department. The letter requesting that amendment was provided with the Committee agenda. The second request was received on the day of the meeting and is attached to the report. The second request for an amendment is for an additional \$672,165, which will allow the Department of Public Works to cover two to three additional winter events.

Mr. Turocy stated that the City is trying to be proactive and have money available in the budget to pay for winter events when they occur. If the money is not spent, it will be returned to the General Fund. Ald. Gentile requested that Commissioner Turocy provide the Board with per inch costs per storm before the Finance Committee meets to discuss the item.

Ald. Gentile asked the Commissioner if the contractors hired by the city to plow have been paid for each storm. Ald. Gentile also requested a breakdown of contractor costs per inch of snow, which is attached. The Commissioner stated that the contractors have been paid to date. However, there is some controversy regarding the amount paid, as the contractors are paid by the inch for storms and there has been some disagreement about the number of inches it has snowed. Ald. Gentile inquired about the method the city uses to measure snow. Commissioner Turocy explained that the City changed the method two years ago in response to complaints that measurements were not accurate. The City is now using a meteorologist to determine the number of inches of snowfall. Unfortunately, there has been some disagreement regarding the

measurements. The Commissioner has agreed that the city will measure the inches of snow for the next two storms and compare them with the meteorologist's measurements.

Ald. Lappin moved approval with the requested amendment to change the appropriation to \$1,872,165. The Committee voted unanimously to recommend approval of the item as amended

REFERRED TO PUBLIC FACILITIES AND FINANCE COMMITTEES

#36-08 HIS HONOR THE MAYOR requesting an appropriation in the amount of \$367,500 from Free Cash for the purpose of replacing two underground gasoline tanks at the Elliot Street DPW Yard. [01-15-08 @ 5:19 PM]

ACTION: **HELD 5-1 (Gentile opposed; Lennon not voting)**

NOTE: Arthur Cabral and Nick Parnell joined the Committee for discussion of this item. It is a request for funds to replace two existing underground fuel tanks at the Elliot Street Public Works Yard. Mr. Cabral provided the Committee with a site plan and a letter and quote from Lord Associates for all the work associated with this project (attached). The Executive Department will be submitting a letter to change the funding source for the tanks. There has been approximately \$100,000 put aside in the Water/Sewer Reserve Fund within the Capital Stabilization Fund for this project. There is currently no gas available at the Elliot Street Yard and all City vehicles that require gas are filling up at the Crafts Street Yard.

The liner in one of the fuel tanks is leaking but it is believed that the exterior of the tank is sound and no gasoline has leaked. However, as there is some question regarding whether there is any site contamination, it will be necessary to test the area. The site is on the Department of Environmental Protection's list of possibly contaminated sites. The quote provided by Lord Associates includes LSP remediation costs for what is believed to be the worst-case scenario.

The provided site plan reflects the change of location of the underground tanks to the front of the garage. The new tanks will have a leak detection system. Ald. Coletti asked why the tanks are going underground instead of above ground. Ald. Coletti explained to the Committee that for approximately the last eighteen months there has been a group meeting regarding the fuel tanks. The group is split on whether the tanks should be placed above ground or underground. Mr. Cabral stated that if the tanks were placed above ground, they would need to be inspected once a month and he cannot guarantee that the inspections will take place, as the Public Buildings Department does not have the staff. Ald. Coletti pointed out that most of the cities and towns that have replaced fuel tanks have opted for the above ground tanks. Commissioner Turocy pointed out that is easier for the tanks to be underground, as it provides more space in the yard. However, he can live with tanks above ground.

Ald. Gentile asked if there was any chance that the undamaged tank can be reused. He also questioned why the City could not continue to fuel their vehicles at Craft Street negating the need for the tanks. Mr. Cabral responded that fuel tanks cannot be reused and that it would be good to have an additional fueling station in case the pumps at Craft Street are broken. Ald. Gentile moved hold for further information on above ground tanks versus underground tanks. He would also like to be sure that the tanks are necessary in that location. The Committee also

asked for further information on why other cities and towns have opted for above ground tanks and what the Department of Environmental Protection recommends. The Committee recommended hold by a vote of five in favor and one opposed.

REFERRED TO PUBLIC FACILITIES AND FINANCE COMMITTEES

#35-08 **HIS HONOR THE MAYOR** requesting an appropriation in the amount of \$143,932 from Budget Reserve for the purpose of supplementing the FY08 Building Department budget, to cover the cost of unanticipated repairs. [01-15-08 @5:19 PM]

ACTION: **APPROVED 7-0**

NOTE: Arthur Cabral and Commissioner Parnell were present for discussion of the item. Mr. Cabral reviewed the previously provided backup information. The Public Buildings Department has made, is making or is planning to make emergency repairs/upgrades that require additional funding. The information included a list of each repair or improvement for each project with a breakdown of the costs. Several Committee members asked why the improvement costs were not included in the original budget for the Police Dispatch improvements. Mr. Cabral explained that the Public Buildings Department did not perform the original improvements but the project needed additional improvements that were not funded and the Public Buildings Department provided. Ald. Lappin moved approval of the item, which carried unanimously.

#385-07 **ALD. SCHNIPPER AND GENTILE** updating the Public Facilities Committee on the progress of the Newton North High School Project. [11-21-07 @ 10:23 AM]

ACTION: **HELD 7-0**

NOTE: The item was held without discussion, as the below items are both related to the Newton North High School Project and were more pressing in nature.

REFERRED TO PUBLIC FACILITIES AND FINANCE COMMITTEES

#32-08 **ALD. COLETTI** requesting discussion of Architect Services Contract and additional \$8 million revision to the Dore & Whittier Contract for additional services. [01-15-08 @ 11:14 a.m.]

ACTION: **HELD 7-0**

NOTE: Ald. Coletti and Brad Dore of Dore & Whittier Architects joined the Committee to discuss this item. Ald. Coletti stated that he docketed this item because he has been concerned about the significant changes in the architectural services that are being performed. The Board should have been informed regarding a number of things that have occurred. Specifically, a decision had been made to assign the architectural contract from Gund to Dore & Whittier. There are previous documents from Gund that Ald. Coletti has copies of including their contract and a report that states Gund will be involved with the process from start to finish. Ald. Coletti realizes that the last two phases of the project were to be handled by Dore & Whittier but Gund was the responsible architect on-site. The problem is that the architectural funds are depleted creating a deficiency in the amount of money needed to pay Dore & Whittier to continue their work and no one has informed the Board of this fact. The Executive Department has prepared a \$3.8 million transfer of funds from the Newton North High School Project contingency fund to

the architectural contract account to pay Dore & Whittier. When Ald. Coletti realized this had occurred, he sent a memo to the Executive Department asking them not to violate the agreement made with the Finance Committee when the \$131 million bond was approved. The Executive Department agreed to come back to the Board with any deficiencies above 5% within the various accounts. When Dore & Whittier took over the project, they also took over all the additional personnel that were reporting to Gund and that added an additional \$6 million onto Dore & Whittier Architects projected costs for architectural services. The problem we have right now is that there is a proposal for an additional \$5.2 million just for Dore & Whittier to do project administration for the construction phase of Newton North and there are still going to be costs for the sub-contractors that are working for Dore & Whittier. The architectural account is short by \$8 million. Ald. Coletti would like to know why the Board was not advised about what happened with Gund, why the Mayor's Office tried to make the transfer without informing the Board and what Dore & Whittier's needs are if the City is to proceed. Gund got a significant amount of money and does not have to take responsibility for anything that happens because of his design. Ald. Schnipper pointed out that many of the questions that Ald. Coletti has raised are the Mayor's to answer. She would like to shift, talk about what the issues are in terms of understanding what that lump sum for architectural includes, and what happened to warrant that line item to grow. Ald. Coletti stated that is fine, but in Gund's presentation they stated that the relationship between Dore & Whittier and Gund was seamless. Ald. Coletti is not upset with Dore & Whittier but he needs to understand how this happened. It is nice to take care of these problems when they first happen. Ald. Gentile would like to know is if the transfer was supposed to happen from day one or did something happen to cause that assignment to happen in August.

Brad Dore gave some history and background regarding the architectural services, as well as some information regarding the numbers. Mr. Dore provided the Committee with a Design Services Contract Summary that contains all the numbered Additional Service Requests (ASR), a Design Services Contract Analysis dated January 23, 2008 and a Schedule Related Cost Projections dated January 23, 2008, which is attached. Mr. Dore began with the Design Service Contract Summary. The original contract value was \$6,735,000 and that is the contract value that both architectural firms signed. In addition to that amount, there were many ASRs, which are things that are beyond the scope of the contract. Mr. Dore went through each one of the ASRs and talk about the scope of services. The Design Services Contract Analysis breaks down the \$6,735,000 into the design phases, which are part of the contract and typical with all architectural contracts.

Where Dore & Whittier got more involved, which was always the plan, was during the construction document phase and Gund Partnership had been the primary participant during schematic and design development. The arrangement between Gund and Dore & Whittier was that Gund take a much heavier role during schematic design and design development. However, now that the project is at the construction document phase the responsibility has shifted to Dore & Whittier, as intended. Mr. Dore believes that a decision was made by the Administration that they would rather have Dore & Whittier doing the working drawings and the role of the construction administration phase and take on the majority of that role. Under Dore & Whittier's contract relationship with Gund, Dore & Whittier was doing a majority (90%) on construction documents. Dore was not doing the majority of the construction administration phase. It was

decided that it made more sense for Dore to do the working drawings and the construction administration phase. Dore was asked to look at the phases and build a budget that reflects what it is going to take to perform the scope of services required for the job. Dore did that and the variance column on the right reflects what they believe it will take to perform each of the remaining phases. The revised contract value of January 23, 2008 is \$8,079,052. The funds are not just for Dore; it is for the whole litany of design team consultants that are part of this project. On the Design Services Contract Summary, ASR 25 reflects the increase in the architectural services modifications/transition.

Ald. Lappin asked why if Gund is doing less and Dore more, it does not balance out. Mr. Dore stated that there were not enough funds in the construction administration basket given the scope of the work and when Dore looked at the figures, they determined that the amount needed to be increased for it to be a realistic budget. The increase is for the entire job with respect to the architectural contract. Ald. Albright asked why the original contract value was so far off from the real number. Mr. Dore stated that he could not answer the question. Ald. Gentile stated that it was the Board's understanding that a combination of two firms was going to the architectural work for \$6.7 million. If there was a contract signed by both parties, then why now is the Board being told that the contract is increasing \$8.079 million when people signed a contract. The overall requirement to do this project properly is more than what was in the original amount in Dore's opinion. Dore was asked to give their opinion and honest representation of what would be required to do the project. Ald. Lappin asked Mr. Dore if Gund Partnership under estimated what it would cost. Mr. Dore cannot speak for Gund Partnership. He can only state that Dore & Whittier does a lot of schoolwork and knows what the process is during construction administration and to be able to do it properly for this project the \$8,079,052 is what they believe it will take. Ald. Schnipper pointed out that the Designer Selection Committee members always state that Newton has a reputation of being cheap. Ald. Schnipper believes that Gund wanted the job badly enough that they agreed to do the job for less than they needed to get the contract. Ald. Albright stated that Turner Construction is supposed to catch these kinds of issues. She also asked if Dore & Whittier was part of the original contract negotiations. Mr. Dore explained that they were part of the negotiations when it applied to the scope of services that Dore was going to provide. Ald. Salvucci asked if Gund was still a part of the project or if they are gone. Gund performed up through design development as was always intended. They had a much more significant share of the responsibility and received a much more significant share of the fee and that all made sense. When the construction document phase was reached, which was when the shift took place, Dore was asked to reevaluate the contract.

Ald. Albright asked why Turner did not see that Gund was giving a very low estimate. Mr. Juusula explained that when Gund first gave its proposed fee of approximately \$9 million, they were told that the City's budget for the project was \$7 million. They came in with a proposal of \$6.8 million. The problem with that was that Vanderweil Engineers or LeMessurier Consultants, the structural engineers, were not included. Gund Partnership was told that per the Designer Selection Committee the reason Gund was selected was that they had the best consultants. Gund had to go back, talk with Vanderweil and LeMessurier, and come back with them as part of the team. Gund Partnership came back with them as part of the team and the same fee. Commissioner Parnell stated that the original fee was probably sufficient when you look at how the job was originally scheduled. If the project had not been held up, and the

benchmarks had been met, the fee would be lower but you cannot have an architect spend twice as much time trying to accelerate a project without a cost. Ald. Schnipper stated that when the Executive Department wanted to go forward with design development, the Board said it could not be done until the outcome of the referendum was known because the project could have been halted. However, the City hired Gund, Gund hired people to do the work, and it cannot be expected that these companies are not going to be paid, as the city has contracted with them. Ald. Mansfield asked if Gund Partnership is still working for the City. Mr. Dore responded that Gund Partnership would be working with Dore in a different capacity in terms of where the project started. Dore is still going to Gund regarding their building and their design. Gund Partnership is the design architect and Dore & Whittier Architects is the architect of record, which has not changed. Gund continues to be on the team and Dore talks to them about their design content to make sure that what Gund had thought is reflected accurately in the working drawings. Ald. Gentile asked if the City asked that the relationship change, Dore and Whittier take on more of a role and Gund, in effect, back off because they were dissatisfied with certain things. Commissioner Parnell responded that he did not believe it was dissatisfaction but that the City felt more comfortable with having Dore & Whittier in the driver's seat because they are public school architects. They certainly know the documentation needed and the public process to execute this project.

Ald. Coletti stated that during the presentation last week Dore indicated that it would cost \$5.2 million to continue with the project. Ald. Coletti asked how much was new money or if what has already been paid is included. Mr. Dore explained that Dore must pay everybody under their umbrella must be paid and that amount is reflected but it is also reflective of a significant share of all of the ASRs that have been provided on an ongoing basis. Some of the ASRs have been completed and some of them have not been completed. Dore provides two invoices, one for contractual services and another for all of the ASRs. There is also an additional cost for extension of all of the contracts from September 15, 2009 to September 15, 2010. Mr. Dore reviewed each of the Addition Service Requests (ASR) with the Committee.

The first ASR is for additional programming was required due to additional programming meetings with the School Department and school staff. Ald. Salvucci asked how the ASRs occurred. Dore's requirement is that if they have something that is beyond the contract scope, there is a proposal generated. The Board of Aldermen does not see the ASRs; Commissioner Parnell signs off on the ASRs. ASR 2 is for additional cost estimating that is beyond what was originally requested. The City asked for the additional estimating. Rider Hunt already is contracted to provide a final estimate but the final estimate may not be needed, which will save some money. ASR #3, 5, and 24 are all traffic studies that were done; some at the request of the Board as part of site plan review. ASR 4 is for green engineering in order to perpetuate the grant program. A grant was received for \$100,000. ASR 8 is for landscape design and is fully justified as the landscape designer has been through the site multiple times. The geotechnical work that was initially performed by McPhail created an additional service request. It is atypical that the geotechnical work will fall under the architectural contract. ASR 12 is related to site noise survey costs to establish baselines to determine what will happen during construction. Additional soil testing was required due to inconclusive results of previous tests. The voch/tech area equipment consulting is needed to determine if some of the tech/voch equipment in the old high school will be useable. Due to this item, it was determined that the tech/voch area needed

to be expanded. Stadium sound system design is an expanded scope of service to insure that the sound system design can be provided. ASR 22 goes back to an amendment regarding early site packages to save money in the end, value engineering and referendum impacts to the project. The early site package designs include mechanical, electrical, plumbing and steel. There is a charge for doing the work out of sequence but there are further savings. Trip Elmore from Turner stated that the City is looking at a \$25 premium this month and a \$65 premium next month for steel. The Committee asked for a complete breakdown of ASR 22.

Ald. Gentile stated that a foundation company has been identified, they have their foundation permit and the company is scheduled to be on site around February 7. The foundations are scheduled to be poured around the middle of February. The work should be completed in May and the next big step is the steel. Ald. Gentile asked if the steel would be on-site on time. Mr. Elmore responded that the steel should be on-site by June 1, 2008.

ASR 26 is for MEP services modification for the central plant and addition early packages. There was a lot of work that was done in terms of life-cycle costs analysis to make a determination as to whether not the central plant on a life-cycle basis is something that is going to be preferred and it was decided that due to the cost effectiveness of the central plant, it was the right choice. There are additional lighting design modifications and the original design was impacted due to delays. ASR 28 relates to the asbestos removal and is funds to provide monitoring and testing. ASR 30 relates to the pool design and operations training. ASR 31 is related to the sustainable design consulting for the central plant system. Structural Engineering Modifications/ Chapter 17 are for a couple of different things. One is for Chapter 17 testing, which is something that is required by code. It was never in the original contract. The other portion is for some modifications to structural engineering. ASR 33 is the architect's role in the early package development in terms of coordinating all of the work. A portion of ASR 33 is for the administration of all of the contracts by Dore. ASR 34 is early CA out of sequence, which is a time and materials thing. CA out of sequence deals with early package shop drawings and submittals and it is not possible to estimate. The Gund Partnership transition is ASR 35. The irrigation design includes additions to the well system to be used for the irrigation for the overall building. The irrigation includes a roof water collection that is primarily towards flushing toilets and there will be another grey water tank that will be used for irrigation. ASR 37 deals with an extended scope of services for interior and exterior signage for way finding. The additional site/civil design funds are due to ledge and asbestos in the soil. ASR 39 for additional landscape design is due to Design Review Committee and Board of Aldermen concerns regarding parent drop-off. The funds also include further drainage review. The project renderings are generally negotiated up front or it is considered an additional service. It was not negotiated up front and it is something that the City is going to be used for promotion and site signs. It is for the City's use. The last ASR is for the TV Studio/ Acoustical Contract Extension as it was removed from the design and later put back into design.

Mr. Dore stated that it is an attempt on their part and the Mayor's Office to really make sure that there is a history and a record showing where we were to where we are, how did we get there, how did we characterize it, so that everybody understands what is going on with the project. Ald. Salvucci asked if Dore & Whittier have a new contract with the City and if so is it based on the old one. The City and Dore & Whittier are getting close to a new contract, which is

based on the old one. Ald. Salvucci asked when the Board would see the new contract. Commissioner Parnell stated that the Law Department has the contract. It is hoped that the contract will be available for the next Finance meeting. Ald. Salvucci inquired whether there would be additional requests for services when the new contract is signed and if there are more, will the Board see them before they are approved. Ald. Gentile stated that he believes the 100% construction documents will be done by March 15, 2008 and he would like Mr. Dore to share a little bit about what that means in terms of his firm's work. The second thing is that it looks like the number for design services is \$11,401,749 but it looked like the Mayor was telling the Board that the overage on design costs was \$8,200,000. If you add the Mayor's figure to the original amount, it is more like \$14.6 million and Ald. Gentile would like to know why the figures are different. Mr. Dore responded that his firm is working hard to get this done by working nights and weekends and he is pretty comfortable that the job will be done on time.

Mr. Dore responded to Ald. Gentile's second question by referring to the Schedule Related Cost Projections document. This document contains estimated costs and is not anything that has been authorized. This document estimates costs for the design team to continue through September 2010 and have the building built. Everyone is aware that the longer the City waits the more it is going to cost. It is Mr. Dore's opinion that everyone involved in this project is trying to get the project done. When Dore looks at how all of the additional steps to go into the hurry up offense in order to make the 2010 school year opening, Dimeo is going to have to do things differently in how they approach the building and how they sequence the building. They are going to be putting a lot of pressure on themselves and on their consultants. Correspondingly, they are going to be putting a lot of pressure on the design team because of the expedited course and expedited schedule to get this thing done. What Dore has done is look at the construction manager's schedule and determine that they are going to have to put additional people out on the field, in the trailer that Dore was not anticipating having to do to the extent that is now required. The additional bodies will save the trips from the field to the architect's office to the consultant's back to the architect's office, etc... and finally back to Dimeo. Instead, there will be people on site that have the ability to make decisions. It is not just Dore but the MEP engineer, structural engineer and so forth. Dore is doing a BIM model, which is a computerized animated approach to building the building to make sure that there is no interferences and it helps to coordinate the actual job, to pick-off some of the coordination issues between steel and mechanical, which are going to happen in every single project. In order to try and get at problems quicker and earlier to save time and improve the overall coordination that is why we are talking about spending the money up front to shorten the schedule and make it work with the construction manager. Mr. Elmore stated that doing the project this way gets the building done faster and reduces the risk of change orders. Ald. Salvucci is concerned that if we rush the project, there will be major problems. Mr. Dore responded that he believes that Dimeo is a good contractor and will only agree to what is possible to accomplish.

Ald. Lappin asked Mr. Dore to quickly review the cost projections. Mr. Dore explained that the first column is for acceleration of the project. The second column is for contract extension, as the original contract only went through December 2009. The figures reflect an extension of the contract, which includes the subcontractors under the Dore umbrella, through the completion of the building in September 2010. The building is scheduled to be turned over in June of 2010 and opened for student use in September 2010. It is possible that a further

extension of the contracts will be needed for the demolition of the existing building. Ald. Lappin suggested that the Committee review each new additional service request. Ald. Schnipper stated that she and Ald. Gentile will ask that the ASRs be given to the Committee.

The last portion of this meeting will be available at Monday evening's Board meeting.

REFERRED TO PUBLIC FACILITIES AND FINANCE COMMITTEES

#33-08 ALD. COLETTI requesting review of the scope of work and performance of Turner Construction and review of proposed 18-month extension of the Turner Construction contract. Included in discussion will be the process for review of future invoices of Dimeo and other vendor invoices by Turner. [01-15-08 @ 11:14 AM]

ACTION: HELD 7-0

Respectfully submitted,

Sydra Schnipper, Chairman

Design Services Contract Summary			
	Authorized	Pending	Design Consultant
Original Contract Value (September 8, 2005)	6,735,000		1/16/08 BOA Briefing
ASR 1 - Extended Programming	29,641		GP/DW Other Services
ASR 2 - Expanded Cost Estimating	62,326		Rider Hunt Other Services
ASR 3 - Traffic Consulting	16,280		Traffic Solutions Other Services
ASR 4 - MTC Energy Strategies	14,300		Green Engineer Other Services
ASR 5 - Additional Traffic Planning	3,566		Traffic Solutions Other Services
ASR 6 - (WITHDRAWN)	-		
ASR 7 - (WITHDRAWN)	-		
ASR 8 - Additional Landscape Design	18,120		Horiuchi Solien Other Services
ASR 9 - (NOT IMPLEMENTED)	-		
ASR 10 - (WITHDRAWN)	-		
ASR 11 - Subsurface Investigation	60,775		McPhail Asbestos Removal
ASR 12 - Site Noise Survey	4,400		Acentech Other Services
ASR 13 - Soils Testing	22,770		McPhail Asbestos Removal
ASR 14 - (RESERVED)	-		
ASR 15 - Votech Area Equipment Consulting	48,400		Tavares Associates Other Services
ASR 16 - (WITHDRAWN)	-		
ASR 17 - (WITHDRAWN)	-		
ASR 18 - Stadium Sound System Design	8,800		Acentech New
ASR 19 - (WITHDRAWN)	-		
ASR 20 - (WITHDRAWN)	-		
ASR 21 - (WITHDRAWN)	-		
ASR 22 - Referendum Impacts/Early Packages	737,673		Gund/DW/LEM/RGV/JNE Early Packages/Other Services
ASR 23 - (RESERVED)	-		
ASR 24 - Traffic Engineering and Planning Services	140,690		Traffic Solutions Other Services
ASR 25 - Architectural Services Modifications/Transition	1,344,078		DW Revised Construction Administration
ASR 26 - MEP Services Modifications / Early Packages	990,000		RGV Early MEP/ Other Services
ASR 27 - Lighting Design Service Modifications	38,500		Ripman Other Services
ASR 28 - Geotechnical Investigations and Support	422,400		McPhail Asbestos Removal
ASR 29 - Code Consulting (CD/CA)	7,920		Hal Cutler Other Services
ASR 30 - Pool Design and Operations Training	64,350		Cousilman Hunsaker Other Services
ASR 31 - Sustainable Design Consulting	22,000		Green Engineer Other Services
ASR 32 - Structural Engineering Modifications/ Chapter 17	135,300		LeMessurier Early Packages
ASR 33 - Early Package Development	300,000		DW Early Packages/Miscellaneous

ASR 34 - Early CA Out of Sequence	T/M		
ASR 35 - GP Transition	33,000	GP	Miscellaneous
ASR 36 - Irrigation Design (Horiuchi Solien)	9,790	Horiuchi Solien	New
ASR 37 - Interior/Exterior Signage (Whitney Veigas)	28,160	Whitney Veigas	New
ASR 38 - Additional Site/Civil Design (JNE)	23,320	Judith Nitsch	New
ASR 39 - Additional Landscape Design (Horiuchi Solien)	33,000	Horiuchi Solien	New
ASR 40 - Project Renderings	16,390	Dongik Lee	New
ASR 41 - TV Studio / Acoustical Contract Extension	30,800	Acentech	New
Total Additional Service Requests	4,666,749		
Revised Contract Value	11,401,749		

Design Services Contract Analysis (1/23/08)
Newton North High School 05-490

Design Phase	%	Phase Value	Design Phase	%	Phase Value	Variance
<i>Original Contract</i>			<i>Revised Contract (1/23/08)</i>			
Schematic Design	15%	1,010,250	Schematic Design	12%	1,000,451	(9,799)
Design Development	20%	1,347,000	Design Development	17%	1,359,738	12,738
Construction Documents	30%	2,020,500	Construction Documents	31%	2,536,164	515,664
Bidding	10%	673,500	Bidding	5%	398,016	(275,484)
Construction Administration	25%	1,683,750	Construction Administration	34%	2,784,683	1,100,933
Total Project	100%	6,735,000	Total Project	100%	8,079,052	1,344,052
Original Contract Value		6,735,000	Revised Contract Value (1/23/08)		8,079,052	1,344,052

Consultant	Additional CA Support	Contract Extension	Total
Gund Partnership		-	-
Dore and Whittier Architects	2,060,582	843,773	2,904,354
RG Vanderweil Engineers (MEP Consulting Engineers)	250,000	151,000	401,000
LeMessurier - (Structural Engineer)	100,000	20,000	120,000
Edvance - (Technology Consultant)		10,175	10,175
Judith Nitsch Engineers - (Civil Engineer)		12,000	12,000
Rider Hunt Levett & Bailey - (Cost Estimator)		-	-
The Green Engineer - (Sustainable Design Consultant)		8,000	8,000
DeJong Inc.- (Educational Planning Consultant)			
Acentech - (Acoustical Consultant)		12,000	12,000
Campbell-McCabe - (Hardware Consultant)		2,500	2,500
Traffic Solutions - (Traffic Consulting Engineer)		-	-
Crabtree McGrath - (Food Service Consultant)		3,800	3,800
Horiuchi Solien - (Landscape Architect)			
Kalin Associates (Specification Writer)			
Lucas Stefura Interiors (Interior Design Consultant)		21,000	21,000
Ripman Lighting	-	6,500	6,500
Theatre Consultants	-	-	-
Hal Cutler		2,000	2,000
Contract Markup	35,000	24,898	59,898
	2,445,582	1,117,645	3,563,227

Note: 1. All costs are estimated

2. Contract Extension through 9/15/10

NNHS 05-490

Schedule Related Cost Projections - 1/23/08

Turner Construction Company

Hand out on January 23, 2008

Newton North High School Project discussion with Public Facilities Committee

Included:

1. Turner requisition breakout
2. Turner scope of work detail

Newton North TdC0 Job #1195MCI

T Red	Billing date	Billing Detail	Line Item Amount	Billed Total
1	12/31/2005	Turner - Designer Selection - 5/05-8/05 @ 25k per mon Turner - Precon 1: 9/05 - 12/05 @ 46K per mon.	\$100,000 \$184,000	\$284,000
2	1/31/2006	Turner - Precon 1: 1/06 @ 46K per mon.	\$46,000	\$46,000
3	2/28/2006	Turner - Precon 1: 2/06 @ 46K per mon.	\$46,000	\$46,000
4	3/30/2006	Turner - Precon 1: 3/06 @ 46K per mon.	\$46,000	\$46,000
5	4/30/2006	Turner - Precon 1: 4/06 @ 46K per mon.	\$46,000	\$46,000
6	5/31/2006	Turner - Precon 2: 5/06 @ 50K per mon.	\$50,000	\$50,000
7	6/30/2006	Turner - Precon 2: 6/06 @ 50K per mon.	\$50,000	\$50,000
8	7/31/2006	Turner - Precon 2: 7/06 @ 50K per mon.	\$50,000	\$50,000
9	8/31/2006	Turner - Precon 2: 8/06 @ 50K per mon.	\$50,000	\$50,000
10	9/30/2006	Turner - Precon 2: 9/06 @ 50K per mon.	\$50,000	\$50,000
11	10/31/2006	Turner - Precon 2: 10/06 @ 50K per mon.	\$50,000	\$50,000
12	11/30/2006	Turner - Precon 2: 11/06 @ 50K per mon.	\$50,000	\$50,000
13	12/31/2006	Turner - Precon 2: 12/06 @ 50K per mon.	\$50,000	\$50,000
14	1/31/2007	Turner - Precon 2: 1/07 @ 50K per mon.	\$50,000	\$50,000
15	2/28/2007	Turner - Precon 2: 2/07 @ 50K per mon. Technology Consultant - \$25K payment on \$50K contract	\$50,000 \$25,000	\$75,000
16	3/31/2007	Turner - Precon 2: 2/07 @ 50K per mon.	\$50,000	\$50,000
17	4/30/2007	Turner - Precon 2: 3/07 @ 50K per mon.	\$50,000	\$50,000
18	5/31/2007	Turner - Precon 2: 4/07 @ 50K per mon.	\$50,000	\$50,000
19	6/30/2007	Technology Consultant - \$25K payment on \$50K contract	\$25,000	\$25,000
20	7/31/2007	Turner - Construction 7/07 @ \$44K per mon.	\$44,000	\$44,000
21	8/31/2007	Turner - Construction 8/07 @ \$44K per mon. Commissioning - Precon 1 - \$40K LS payment	\$44,000 \$40,000	\$84,000
22	9/30/2007	Turner - Construction 9/07 @ \$44K per mon. Commissioning - Precon 3/07 - 9/07 X \$5K per month Independent Cost Estimate - \$52.5K of \$74,250 contract	\$44,000 \$30,000 \$52,500	\$126,500
23	10/31/2007	Turner - Construction 10/07 @ \$44K per mon. Commissioning - Precon 10/07 X \$5K per month Independent Cost Estimate - \$21,750 of \$74,250 contract	\$44,000 \$5,000 \$21,750	\$70,750
24	11/30/2007	Turner - Construction 11/07 @ \$44K per mon. Commissioning - Precon 11/07 X \$5K per month	\$44,000 \$5,000	\$49,000
25	12/31/2007	Turner - Construction 12/07 @ \$44K per mon. Commissioning - Precon 12/07 X \$5K per month and \$5K - error in billing for March thru September 07 (7mon)	\$44,000 \$10,000	\$54,000

Summary of contract value

Proposal submitted on April 21, 2005 and approved by the City of Newton

Position and level of involvement for Owner's Project Management

Position	Hours per week	Weeks carried	Total hours
Group Manager/ Project Executive	4	234	936
Operations Manager	4	234	936
Precon Manager- Rob Juusola	40	78	3,120
Assit. Project Manager- TBD	40	26	1,040
Project Manager- Mike Burton	40	182	7,280
Clerk of the works- Greg Williams	40	156	6,240
Admin- TBD	40	156	6,240
Insurance & expenses	\$500 per week	234	
Total: cost of PM services	\$2,400,000.00	hours	25,792

(see attached staff mobilization schedule)

Payment Terms

Designer Selection Support (4 months billable at \$ 25,000 per month)	\$100,000
Preconstruction 1 (8 months billable at \$46,000 per month; Sept 05 to April 06)	\$368,000
Preconstruction 2 (13 months billable at \$50,000 per month; May 06 to May 07)	\$650,000
Construction (25 months billable at \$44,000 per month; June 07 to Oct 09)	\$1,100,000
Close out (4 months billable at \$45,500 per month; July 09 to Oct 09)	\$182,000
Total	\$2,400,000

Scope of Work Included

Performance of work per our service agreement to the City of Newton including:
- Project management
- Assist CM at Risk application development
- Assist in GC & Subcontractor prequalification development and activities
- Oversight of Contractor performance
- Oversight of Architect performance
- Assist Newton Public Building Dept with Budget maintenance
- Clerk of the Works

Scope of Work Excluded

- Services related to contaminated materials
- design services
- legal
- tracking, inventory, payment processes for FFE & Technology
- Commissioning Agent

Additional Services



Commissioning	\$343,000
Technology Consultant	\$50,000
DD Budget Independent Cost Estimator -_PcA - July 07	\$74,250

ID	O	Task Name	Duration	Start	Finish	2005	2006	2007	2008	2009	
						H1	H2	H1	H2	H1	H2
1		EFG Group	1175 days	Mon 5/2/05	Fri 10/30/09						
2		Rob Juusola	450 days	Mon 5/2/05	Fri 1/19/07						
4		Wayne Foley	90 days	Mon 5/2/05	Fri 9/2/05						
5		Mike Burton	1085 days	Mon 9/5/05	Fri 10/30/09						
7		Clerk of the Works	803 days	Mon 9/4/06	Wed 9/30/09						
9		Administrative Assistant	1085 days	Tue 11/1/05	Mon 12/28/09						
15		PRECON	300 days	Mon 5/2/05	Fri 6/23/06						
17		BID & AWARD	50 days	Mon 6/26/06	Fri 9/1/06						
19		CONSTRUCTION & CLOSEOUT	825 days	Mon 9/4/06	Fri 10/30/09						

Project: NNHS Biwiftittoastaffmaster
Date: Mon 5/9/05

Task 
Split 
Progress 

Milestone 
Summary 
Project Summary 

External Tasks 
External Milestone 
Deadline 