

# Agawam High School

Agawam, MA

School Building Committee  
Meeting #25

July 15, 2024

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# TODAY'S AGENDA

1. Call meeting to order
2. Approval of previous Meeting Minutes *[vote required]*
3. *Vote to approve invoices from June*
4. *Vote to approve contract Amendments*
5. Next steps
6. Public comment
7. New business
8. Adjourn



# MEETING MINUTES

## VOTE:

Approval of Meeting Minutes from the June 17th SBC Meeting



# BUDGET TRACKING

Agawam High School - Agawam, MA June 30, 2024

**Total Project Budget Status Report**

ProPay Code	Description	Total Project Budget	Authorized Changes	Revised Total Budget	Total Committed	% Cmtd to Date	Actual Spent to Date	% Spent to Date	Balance To Spend	Uncommitted	Comments
<b>FEASIBILITY STUDY AGREEMENT</b>											
0001-0000	OPM Feasibility Study/Schematic Design	\$ 365,000	\$ (15,000)	\$ 350,000	\$ 350,000	100%	\$ 330,000	94%	\$ 20,000	\$ -	
0002-0000	A&E Feasibility Study/Schematic Design	\$ 740,000	\$ (55,000)	\$ 685,000	\$ 685,000	100%	\$ 685,000	100%	\$ -	\$ -	
0003-0000	Environmental & Site	\$ 130,000	\$ (76,815)	\$ 53,185	\$ 53,185	100%	\$ 53,185	100%	\$ -	\$ -	
0004-0000	Other	\$ 15,000	\$ 146,815	\$ 161,815	\$ 50,611	31%	\$ 19,361	12%	\$ 31,250	\$ 111,204	
	<b>SUB-TOTAL</b>	<b>\$ 1,250,000</b>	<b>\$ -</b>	<b>\$ 1,250,000</b>	<b>\$ 1,138,796</b>	<b>91%</b>	<b>\$ 1,087,546</b>	<b>87.0%</b>	<b>\$ 51,250</b>	<b>\$ 111,204</b>	

FUNDING SOURCES	
Maximum State Share	\$ 100,541,065 43.72%
Local Share	\$ 129,427,167 56.28%
<b>SUB-TOTAL</b>	<b>\$ 229,968,232 100%</b>

CONSTRUCTION COST ESTIMATES				
	Date	Estimator	Amount	Cost/SF
Designer PSR Cost Estimate	10/16/23	PM&C	\$187,448,611	235,075
Designer SD Cost Estimate	04/10/24	PM&C	\$187,399,060	234,125
CM SD Cost Estimate	04/10/24	FBI	\$186,951,887	234,125
PFA Budget			\$186,951,887	234,125
Designer DD Cost Estimate				
CM DD Cost Estimate				
Designer 60% CD Cost Estimate				
CM 60% CD Cost Estimate				
Designer 90% CD Cost Estimate				
CM 90% CD Cost Estimate				

**Feasibility Study Agreement Budget Transfers:**

#1 FSA Amendment No.1 4/19/2023 Transfer \$15,000 from OPM FS/SD to Other; Transfer \$55,000 from A&E FS/SD to Other; Transfer \$30,000 from Environmental & Site to Other.

*Feasibility Study Budget has \$111,204 remaining*

*\$93,270 to be used for Geothermal test wells*

*Remaining \$17,934 to be moved into Contingency in Total Project Budget*



# INVOICE LOG

**VOTE: Approval of LeftField's invoice for May services for \$20,000, Flansburgh's invoice for \$2,750 and Fontaine Bros invoice for \$6,250 as presented**

*(Flansburgh contract for Feasibility Study now billed in full & 100% completed).*

## MEMORANDUM

To: Jennifer Bonfiglio, Chief Procurement Officer  
From: Linda Liporto, LeftField, LLC  
Date: July 5, 2024  
Re: Agawam High School - June 2024 Invoice Summary  
Cc: James Riefstahl, LeftField, LLC

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

INVOICES (Payments)					
ProPay Code	Vendor	Invoice #	Budget Category	Description of Services	Invoice \$
0001-0000	LeftField, LLC	19	OPM Feasibility Study/Schematic Design	FS Phase Project Management Services for June 2024	\$ 20,000.00
0002-0000	Flansburgh	33442	A&E Feasibility Study/Schematic Design	FS Phase E&S Services for June 2024	\$ 2,750.00
0004-0000	Fontaine Bros	3	Other	FS Phase Precon Services for June 2024	\$ 6,250.00
<b>TOTAL:</b>					<b>\$ 29,000.00</b>



# NEXT STEPS

## **NEXT STEPS AFTER BOARD OF DIRECTORS MEETING**

- MSBA to issue Project Funding Agreement (PFA) – deadline of 120 days to execute



# AMENDMENTS

- Vote to approve contract amendment #1 for Fontaine Bros. in the amount of \$93,270 for geothermal test wells with funding through Feasibility Study budget.

## CONTRACT FOR CONSTRUCTION MANAGER AT RISK

### AMENDMENT NO. 1

**WHEREAS**, the Town of Agawam ("Owner") and Fontaine Bros (the "CM") (collectively, the "Parties") entered into a Contract for Construction Manager at Risk Services in association with the design of the Agawam High School Project (Project Number 202000050505) (the "Project") on March 8, 2024; and

**WHEREAS**, the scope of work of Amendment No. 1 is summarized in the attached Proposal from Fontaine Bros dated June 14, 2024 and

**WHEREAS**, effective as of July 10, 2024, the parties wish to amend the contract, as amended:

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants contained in this Amendment, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Owner hereby authorizes the CM to proceed with the Geothermal Test Well services totaling \$93,270 for the duration of August 2024, pursuant to the terms and conditions set forth in the Contract, as amended
2. For the performance of services required under the Contract, as amended, the CM shall be compensated by the Owner in accordance with the Fee for Schematic Design Construction Manager at Risk Services shown below:

<b>Fee for Basic Services</b>	<b>Original Contract</b>	<b>Previous Amendments</b>	<b>Amount of This Amendment</b>	<b>After This Amendment</b>
Schematic Design Services	\$50,000	\$0	\$93,270	\$143,270
Pre Construction Services				
<b>Total Fee</b>	<b>\$50,000</b>	<b>\$0</b>	<b>\$93,270</b>	<b>\$143,270</b>



# AMENDMENTS

- Vote to approve contract amendment #1 for LeftField for OPM services in the amount of \$6,118,535 for Design Development through Construction & Closeout

## CONTRACT FOR PROJECT MANAGEMENT SERVICES

### AMENDMENT NO. 1

**WHEREAS**, the TOWN OF AGAWAM ("Owner") and LEFTFIELD, LLC, (the "Owner's Project Manager") (collectively, the "Parties") entered into a Contract for OPM Services for the Agawam High School Project (Project Number 202000050505) on December 14, 2022, "Contract"; and

**WHEREAS**, the scope of work of Amendment N. 1 is summarized in the attached LeftField Project Management Proposal for extended basic services as outlined per OPM Services Contract and the approved Total Project Budget.

**WHEREAS**, effective as of July 10, 2024, the parties wish to amend the contract, as amended:

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants contained in this Amendment, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Owner hereby authorizes the Owner's Project Manager to perform extended basic services as outlined in the OPM Contract for the total amount of \$6,468,535, pursuant to the terms and conditions set forth in the Contract, as amended.
2. For the performance of services required under the Contract, as amended, the Owner's Project Manager shall be compensated by the Owner in accordance with the Fee for Basic Services shown below:

Fee for Basic Services	Original Contract	Previous Amendments	Amount of This Amendment	After This Amendment
Feasibility Study/Schematic Design Phase:	\$350,000	\$ 0	\$ 0	\$ 350,000
Design Development Phase:	\$ 0	\$ 0	\$ 317,818	\$ 317,818
Construction Documents Phase:	\$ 0	\$ 0	\$ 659,540	\$ 659,540
Bidding Phase:	\$ 0	\$ 0	\$ 224,342	\$ 224,342
Construction Phase:	\$ 0	\$ 0	\$ 4,617,712	\$ 4,617,712
Completion Phase:	\$ 0	\$ 0	\$ 299,123	\$ 299,123
Extra/Other/Reimbursable & Permitting Services	\$ 0	\$ 0	\$ 0	\$ 0
Cost Estimating	\$ 0	\$ 0	\$ 0	\$ 0





# AMENDMENTS

- Vote to approve contract amendment #5 for Flansburgh for basic services in the amount of \$18,170,407 for Design Development through Construction & Closeout

## CONTRACT FOR DESIGNER SERVICES

### AMENDMENT NO. 5

**WHEREAS**, the Town of Agawam (“Owner”) and Flansburgh Associates (the “Designer”) (collectively, the “Parties”) entered into a Contract for Designer Services in association with the design of the Agawam High School Project (Project Number 202000050505) (the “Project”) on March 23, 2023; and

**WHEREAS**, the scope of work of Amendment No. 1-4 were approved by the Town of Agawam on February 8, 2024, and

**WHEREAS**, the scope of work of Amendment No. 5 is summarized in the attached Proposals from Flansburgh Associates dated July 8, 2024, and

**WHEREAS**, effective as of July 10, 2024, the parties wish to amend the contract, as amended:

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants contained in this Amendment, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Owner hereby authorizes the Designer to proceed with Design Development through Project Completion in the amount of \$ 18,170,407 for the duration of July 1, 2024 through November 2028, pursuant to the terms and conditions set forth in the Contract, as amended
2. For the performance of services required under the Contract, as amended, the Designer shall be compensated by the Owner in accordance with the Fee for Design Services shown below:

Fee for Basic Services	Original Contract	Previous Amendments	Amount of This Amendment	After This Amendment
Feasibility Study Phase	\$365,000	\$44,000	\$0	\$409,000
Schematic Design Phase	\$320,000	\$9,185	\$0	\$329,185
Design Development Phase	\$0	\$0	\$4,150,332	\$4,150,332
Construction Document Phase	\$0	\$0	\$7,272,625	\$7,272,625
Bidding Phase	\$0	\$0	\$1,308,663	\$1,308,663
Construction Administration Phase	\$0	\$0	\$4,636,407	\$4,636,407
Completion Phase	\$0	\$0	\$467,380	\$467,380
Reimbursable Services (Allowance)	\$0	\$0	\$335,000	\$335,000
<b>Total Fee</b>	<b>\$685,000</b>	<b>\$53,185</b>	<b>\$18,170,407</b>	<b>\$18,908,592</b>



# AMENDMENTS

- Vote to approve contract amendment #6 for Flansburgh for other services in the amount of \$298,444 for Design Development through Construction & Closeout

## CONTRACT FOR DESIGNER SERVICES

### AMENDMENT NO. 6

**WHEREAS**, the Town of Agawam (“Owner”) and Flansburgh Associates (the “Designer”) (collectively, the “Parties”) entered into a Contract for Designer Services in association with the design of the Agawam High School Project (Project Number 202000050505) (the “Project”) on March 23, 2023; and

**WHEREAS**, the scope of work of Amendment No. 1-4 were approved by the Town of Agawam on February 8, 2024, and

**WHEREAS**, the scope of work of Amendment No. 5 were approved by the Town of Agawam on July 15, 2024, and

**WHEREAS**, the scope of work of Amendment No. 6 is summarized in the attached Proposals from Flansburgh Associates dated July 8, 2024, and

**WHEREAS**, effective as of July 10, 2024, the parties wish to amend the contract, as amended:

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants contained in this Amendment, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Owner hereby authorizes the Designer to proceed with Reimbursable Services in the amount of \$ 298,444, pursuant to the terms and conditions set forth in the Contract, as amended
2. For the performance of services required under the Contract, as amended, the Designer shall be compensated by the Owner in accordance with the Fee for Reimbursable Services shown below:

Fee for Basic Services	Original Contract	Previous Amendments	Amount of This Amendment	After This Amendment
Feasibility Study Phase	\$365,000	\$44,000	\$0	\$409,000
Schematic Design Phase	\$320,000	\$9,185	\$0	\$329,185
Design Development Phase	\$0	\$4,150,332	\$0	\$4,150,332
Construction Document Phase	\$0	\$7,272,625	\$0	\$7,272,625
Bidding Phase	\$0	\$1,308,663	\$0	\$1,308,663
Construction Administration Phase	\$0	\$4,636,407	\$0	\$4,636,407
Completion Phase	\$0	\$467,380	\$0	\$467,380
Reimbursable Services (Allowance)	\$0	\$335,000	\$0	\$335,000



# AMENDMENTS

- Vote to approve contract amendment #2 for Fontaine Bros. in the amount of \$264,000 for Pre-construction services for Design Development through Construction Documents

**CONTRACT FOR CONSTRUCTION MANAGER AT RISK  
AMENDMENT NO. 2**

**WHEREAS**, the Town of Agawam ("Owner") and Fontaine Bros (the "CM") (collectively, the "Parties") entered into a Contract for Construction Manager at Risk Services in association with the design of the Agawam High School Project (Project Number 202000050505) (the "Project") on March 8, 2024; and

**WHEREAS**, CM at Risk Contract Amendment No. 1 was approved by the Town of Agawam on July 15, 2024; and

**WHEREAS**, the scope of work of Amendment No. 2 is summarized in the attached Proposal from Fontaine Bros dated February 21, 2024 and

**WHEREAS**, effective as of July 10, 2024, the parties wish to amend the contract, as amended:

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants contained in this Amendment, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Owner hereby authorizes the CM to proceed with the Preconstruction services totaling \$264,000 for the duration of 12 months, pursuant to the terms and conditions set forth in the Contract, as amended
2. For the performance of services required under the Contract, as amended, the CM shall be compensated by the Owner in accordance with the Fee for Construction Manager at Risk Pre Construction Services shown below:

<b>Fee for Basic Services</b>	<b>Original Contract</b>	<b>Previous Amendments</b>	<b>Amount of This Amendment</b>	<b>After This Amendment</b>
Schematic Design Services	\$50,000	\$93,270	\$ 0	\$143,270
Pre Construction Services	\$ 0	\$ 0	\$ 264,000	\$ 264,000
<b>Total Fee</b>	<b>\$50,000</b>	<b>\$93,270</b>	<b>\$264,000</b>	<b>\$407,270</b>

