



Wellfleet Police Station Building Committee
Minutes of Meeting #24; July 26, 2017
Wellfleet Fire Station Training Room, Lawrence Road, Wellfleet

Present: Harry Terkanian, Chief Ronald Fisette, Hugh L. Guilderson, Jay Horowitz, Lt. Michael Hurley (alternate), Dan Hoort and Sean Donoghue

Regrets: Davis Walters (alternate) and Mark Vincent

Also Present: Rick Pomroy (Pomroy Associates), Todd Costa and Pete Goudreau (Kaestle Boos Associates)

Mr. Terkanian called the meeting to order at 4:00 PM.

1. Project Status. Mr. Pomroy reported on a couple of general contractor issues which look like the contractor may use as the basis for a request for an extension. He expects the building to be tight to the weather by the second week in September, but exterior wall siding will not be on by then. This morning the general contractor filed a request on Submittal Exchange for a 45 day extension based on the upper concrete floor condition and the lift change order. Mr. Pomroy needs to get additional details and evaluate the request. Two significant pending change orders are for the slab demo and upper concrete floor repair. On the upper concrete floor the architect and project manager do not agree that the general contractor's proposal to do the entire floor at a cost of about \$42,000 is necessary. The former cell block and sally port areas are the areas where the variation is most significant and the estimated cost at about \$10 per square foot is about \$14,000. The current alternatives are the contractor's (\$42,000), the middle ground (\$14,000) or to instruct the contractor to proceed under protest and evaluate the actual time and materials after the fact. While there are workarounds as partitions are framed, there are areas in the former cell block where some leveling will be required. MR. Guilderson expressed concern that there has been no explanation for the thirty day delay in roofing. Trusses for the altered roof resulting from the lift are due in mid August. Mr. Costa explained that the architect controls the means and methods and the general contractor controls the logistics and owns the schedule. We should request a four week look ahead to force the general contractor to plan. On the floor area Mr. Pomroy noted that there is some merit to considering the cell block area as an unforeseen condition, so there is some merit to the request for an adjustment. Mr. Costa suggested that the best approach may be to negotiate looking for a cost in the \$7,000 to \$8,000 range. Mr. Terkanian favored a negotiated solution as a way to minimize cost risk. MR. Horowitz noted that by leveling the entire floor framing issues are reduced. MR. Costa observed that none of the interior partitions are load bearing so height adjustments to the partitions present minimal challenges. Mr. Guilderson stated his view that controlling risk is important. Mr. Donoghue also favored fixing the cost of a change order for this. Chief Fisette suggested the middle cost solution and working to negotiate a reduction to the \$14,000 cost estimate. The Committee consensus was to instruct the architect and project manager to work from the \$14,000 proposal and get separate cost proposals for preparation and actual leveling of the floor. On motion by Chief Fisette, seconded by Mr. Guilderson the Committee voted to approve the consensus approach to this issue (5-0). Chief Fisette reported on the Eversource license agreement and noted that it may be a stopgap solution. Mr. Terkanian noted that there did not seem to be an immediate need to provide a permanent solution. Mr. Pomroy noted that one of his goals was to finalize as many owner issues as possible and that owner procurement items are in good shape. He will do an action plan for IT and security implementation.
2. Project Budget Review. No report, will be on the next agenda.
3. Pending Change Orders. No action items.
4. Disposition of the Temporary Facility. There will be costs to upgrade, move and operate the facility. The occupancy permit is only a temporary CO and upgrades may be required for use as a permanent facility.

5. Architect's Contract Adjustments. The architect presented three requests for adjustments to the designer services contract as follows:
 - a. Services related to the lift addition (proposed amendment #4.) The proposal includes the time devoted to the lift related appeals as well as the adjustments to the construction documents and drawings. Mr. Guilderson noted that the end result is that a full elevator does not need to be installed at a significant cost savings over budget. He has no issue with the proposal but noted that there is limited detail on how the cost of the adjustment proposal was arrived at. Chief Fisetta noted that the original project design was did not require a lift and that design decision was based on a waiver by the Massachusetts Architectural Access Board ("MAAB") which was subsequently withdrawn during the bidding process. Mr. Terkanian noted that the design fees are part of the cost of installing the lift and the higher fee is justified by the effort and the results. Mr. Horowitz stated that he was OK with the proposal. Mr. Pomroy indicated his agreement with Mr. Terkanian's analysis. Mr. Costa noted that the MAAB required three different designs which had to be developed to a level of detail which permitted a sound cost estimate to justify each proposal to the MAAB. On motion of Mr. Horowitz, seconded by Mr. Donoghue, it was voted to recommend contract amendment #4 (5 – 0)
 - b. Additional Construction Administration Services (proposed amendment #5.) Mr. Costa explained that the proposal was to cover the cost of up to an additional four months of construction administration, to be billed only if the extended time is necessary. Mr. Pomroy noted that during the general contract bidding a couple of potential bidders took exception to the time frame so it was extended by bid addendum beyond the construction administration period in the architect's original contract which was executed before the construction contract was awarded. Mr. Costa confirmed that the fee will be billed only for additional months of construction which actually occur at the same rate as under the original contract (\$5,400 per months) for up to four months. On motion by Mr. Guilderson, seconded by Chief Fisetta it was voted to recommend contract amendment #5 (5 – 0)
 - c. Design of Temporary Police Facility (proposed amendment #6.) Mr. Costa explained that the project originally was a phased construction plan with the police not vacating the station as it was renovated and design of a temporary facility was not within the design scope. Mr. Pomroy expressed his opinion that phased construction never would have worked and that a temporary facility was the correct choice. It would have been preferable to have adjusted the contract before the town meeting vote. The adjusted contract still represents 8% of the construction value. He also noted that he architect has absorbed significant costs in other areas. Chief Fisetta noted that the temporary facility is well designed and has worked well for the Department. Mr. Terkanian asked if part of the design costs for the temporary facility are offset by reductions in complexity resulting from eliminating phased construction from the project. Mr. Cost stated that the fee proposal reflects acceptance of some responsibility by his firm. Mr. Guilderson stated that he has no issue with a request for design fees for the temporary facility. Chief Fisetta said that in retrospect having the Department remain in the premises while construction proceeded would have been a difficult experience. The proposed fee would be billed in installments over the remaining contract life. Mr. Pomroy suggested that approval be in concept and that additional detail on time and effort be provided. Mr. Horowitz noted that there is \$200,000 in the budget for the temporary facility. On motion by Chief Fisetta, seconded by Mr. Guilderson it was voted to recommend approval of contract amendment #6 subject to review of additional supporting information.
6. Minutes. On motion of Chief Fisetta, seconded by Mr. Donoghue, it was voted (5 – 0) to accept the minutes of the July 6, 2017 meeting as presented.
7. The next Committee meeting will be Wednesday, August 9 and Wednesday, August 30, 2017 at 4:00 PM at the Fire Station.

8. Adjournment. On motion of Mr. Horowitz, seconded by Mr. Donoghue, it was voted (5 – 0) to adjourn. Meeting adjourned at 5:25 PM

Respectfully submitted,

Harry Sarkis Terkanian

¹ Public Record Documents

1. Proposed amendments #4, #5 & #6 to architect's contract.