

**East Haddam School Building Committee Meeting  
June 1, 2005  
Adopted July 27, 2005**

**Call to Order**

The meeting was called to order by Todd Moss at 7:33 p.m. at the Nathan Hale High School – Room 117.

**Roll Call**

**Attendance**

Members present:

Todd Moss  
Mary Beth Mordecai – departed 9:25p.m.  
David LaFemina  
Craig Parker  
Kerri Willis Budzik  
Melissa Ziobron  
John Gibson  
Denise Gable  
Dana Barnes

Members absent:

None

Others present:

David King, KBA  
Randy Dill, Board of Selectman  
Bob Carroll, Board of Education Business Manager

**Approval of Minutes**

**Motion by Melissa Ziobron to approve the minutes of April 27th, 2005 meeting amended as follows:**

- 2<sup>nd</sup> page, under Audience of Citizens, 8<sup>th</sup> line, strike “undesirable” and replace with “the last choice of the people negotiating the land and not what they want to do”.
- 3<sup>rd</sup> page, under BOE Report, 3<sup>rd</sup> line, after January, insert “2008”.
- 3<sup>rd</sup> page, under Newfield Contract, 4<sup>th</sup> line, strike “Contractor” and replace with “Constructor”.
- 1<sup>st</sup> and 2<sup>nd</sup> page, strike “Wiley” and replace with ”Wyley”.

- 3<sup>rd</sup> page, under Letter Regarding Seismic, last paragraph, 2<sup>nd</sup> line after “ Mrs. Budzik disagreed” insert “She stated that the correspondence should be sent to East Haddam residents only”.

**Favor: Moss, Mordecai, Ziobron, Parker, Budzik, LaFemina**

**Abstained: Barnes**

**MOTION CARRIED**

### **Audience of Citizens**

Mr. Moss informed the Committee of his email message specifying the limit of individual participants to 5 minutes. It was agreed that an audience of citizen needing more than 5 minutes time, with notification, could be added on to the agenda.

### **Old Business**

#### **Architect Report – KBA**

Dave King distributed pictures of findings of the soil expert. The picture demonstrates a vernal pool on the site, not in the vicinity of the school, play fields or septic. He presented surveys including additional topography, proposed building, septic, play fields and monitoring wells. He stated the monitoring period is complete. He stated the Civil Engineer and the septic designer have sufficient data of the location of the high water and will be able to design the system. Mr. King informed the Committee the kick-off faculty meeting was performed on May 10<sup>th</sup>, 2005 at the Elementary School. He stated a meeting with all staff, at various times, is scheduled for June 14<sup>th</sup> and it would be performed by Cynthia Abraham, head of the interiors group and Betty Quinn, Educational Consultant. He stated of the importance of meeting prior to the summer vacation. He informed the Committee that staff input would be reported back to the Committee and that the information would be used in the schematic design of the school. Mrs. Budzik questioned if this input would be in a written form. Mr. King responded affirmatively. Mrs. Ziobron questioned if Judy DeLeau, the new principle of the Middle School, had been made aware of the date. He responded no, but would inform her. Mrs. Ziobron questioned if Mr. King would consider suggestions from the 4-8 Middle School Principal in Old Saybrook. He responded affirmatively. Mr. Barnes questioned if the project was on time. Mr. King responded it was ahead of the projected time line. Mr. Barnes questioned the progress of the traffic study. Mr. Moss stated that it had not been performed.

#### **BOE Report**

Bob Carroll informed the Committee of positive budget approval being settled by June 9<sup>th</sup>, helping the capital improvements of schools. Mrs. Ziobron informed the Committee the new Principal of the Middle School, Judy DeLeau, had been selected. Denise Gable

questioned when the State would release money for the new School project. Mr. Moss responded after July 1<sup>st</sup>.

### **Property Acquisition**

Mr. Barnes informed the Committee that discussion would be deferred to Executive Session.

### **Newfield Contract**

Mr. Moss informed the Committee of the importance of choosing which type of contract would be used, Construction Manager as an Administrator (CMA) or Construction Manager as Contractor (CMC). A CMA entails the Town holding the contract and the responsibility for scheduling, running and managing the project. The CMC is the General Contractor, bidding out the project, holding Contractors responsible for the Subs, scheduling and is at risk for bringing the project in at their committed price and schedule. This takes some of the risk away from the Town. The CMA contract involves the Town and Committee Members to be financially involved; administrating, paying contracts, reviewing applications and paying bills. Mr. Moss informed the Committee the CMC requires one check and then the Construction Manager would pay the various contractors. He stated the CMC requires a payment performance bond. Mr. Moss stated he preferred the CMC because it holds the Manager responsible for the project consequently taking on more risk. It was stated that a Project Manager would not be needed if a CMC contract was chosen, off setting the cost of the CMC. Mr. Moss informed the Committee that Newfield Construction had an executable contract with the former Building Committee which was contrary to what this School Building Committee had been advised. He informed the Committee that Attorney Bennett did not see a problem in re-soliciting new contracts. He stated the State of Connecticut will allow a CMC or CMA contract and has no preference. Craig Parker questioned if the contract change would affect the current contract with KBA. Mr. Moss responded no. Ms. Mordecai questioned what the advantages are of choosing CMA. Mr. Moss responded that a CMA contract allows for more control of the process, money, and checks. He stated that bigger Towns and larger municipalities often have full time staff already managing various projects and can manage a CMA contract. Discussion ensued comparing CMC and CMA contracts. It was stated that there was ample time to go out to bid providing the most competitive bid in an effort to save money on the project. Mr. Barnes questioned if Newfield Construction was the only company which the School Building Committee could use. Mr. Moss responded that contract negotiations had not occurred with Newfield Construction. Mr. Moss stated that Attorney Bennett had informed him that there is currently not contractual responsibility to Newfield Construction. It was agreed in March/April of 2004 that a contract would be entered with Newfield Construction provided that it was mutually agreeable. Mrs. Ziobron stated that she had agreed to it, based on a timeliness issue and it would be in the Committee's best interest, not having the time constraints to put the contract to bid in an effort to get the most competitive price available. Mr. King informed the Committee of his time schedule in relationship to when a Construction Manager would need to be hired. Mrs. Budzik questioned the fee's

involved with request for proposals. Mr. Moss responded there would be a cost for advertising, paperwork and it would involve an interview process. He stated that the process would take about a month to complete at minimal costs. Request for qualifications were discussed. Mr. Barnes questioned if the Committee had to choose the low bidder. Mr. Moss responded no, that the low qualified bidder could be chosen, or fees and general conditions could be considered. Qualifications, OSEA incidents for contractors, bonding capacity and capability, insurance limits, work with similar projects, safety records and bonding capacity could also be used in consideration for the best candidate. Mr. LaFemina questioned Mr. King if the process of putting out to bid the position of contractor would present the Building Committee with a better qualified candidate at a better price. Mr. King responded affirmatively and that there are several qualified construction managers in state willing to take on the project. He stated the size of the project would bring in more interested parties. Mr. Moss stated he has not voiced his opinion about the selection process because of his position within a fairly large construction company wanting to make sure it is clear that he is not persuading one way or another on the project. Mr. Barnes questioned if the Committee should choose CMC, would they be taking a step back by giving up more control of the management of the project, timing and scheduling. Mr. Moss responded no more control would be lost if a CMA were chosen. He stated the Contractor as the CM has more control over the Subs and the schedule to drive the Subs. Mr. Moss stated that a Liquidated of Damages contract could be held which would encourage the Contractor keep on schedule because money would be lost each day that the project does not run on time. Mr. Barnes stated the Construction Manager would be on site part time and he would like to see a bid for CMC and CMA for comparison purposes. Mr. Barnes stated that spreading the risk is a good idea but questions if it is giving up too much control. Mr. Moss stated, based on his professional experience, no, he did not think it is giving up too much control. Committee Members continued to discuss the advantages and disadvantages of CMA and CMC contracts. Mr. King stated that the transference of the risk with a CMC contract is worth the additional cost. Mrs. Ziobron stated the Building Committee has an obligation to try to save as much money as possible, by bidding out the contract and questioned the current negotiated fee and what the potential savings could be. Mr. Moss responded that construction managers receive approximately 2 ¼ % for fees which would be approximately \$450,000-\$500,000. Mrs. Ziobron stated that taking time to choose a contract could provide a substantial savings. Mrs. Ziobron stated the Board of Finance has been clear they want to see a bid process in Town and that it is imperative to go through the bid process. Committee Members discussed at length the potential financial savings involved with the bid process. Mr. Moss stated that going out to bid and asking for fees and general conditions would provide the Committee Members with the exact costs involved with the project. He stated most Construction Managers do not like to guarantee their fees and general conditions because there are things that are outside of their control when it comes to construction scheduling. Mr. Moss stated of the importance of deciding a CMA or CMC contract during the current meeting. Randy Dill stated that the Selectman's office agrees with the Board of Finance that all contracts to go out to bid. Mrs. Ziobron stated she preferred the CMC contract as being the most beneficial for the project and that the bid process be executed. Committee Member's agreed to vote on which contract to use.

### **Open Space Submission**

It was stated that property negotiations were not executed in time for the Open Space grant application in May.

### **Other**

It was stated that Craig Parker or Mr. Gibson would provide CL & P a tour of the site.

Mrs. Ziobron stated of homes near the school site going for sale as well as development in the area. She stated that the site should be further investigated in relationship to road improvements prior to development approval from Planning and Zoning and the Building Commission.

**Motion by Craig Parker to have an open vote to decide if CMC or CMA contract will be used. Seconded by Mr. Barnes and CMC was passed unanimously.**

### **New Business**

#### **Traffic Study**

Mr. Moss stated of miscommunication with the Town and KBA in regards to the traffic study. KBA should not perform the Traffic study, the Selectman's office should as it is an off site improvement. KBA solicited traffic study proposals when they went to bid for Civil Engineers. He stated most bids provided the Traffic Study by Barken and Mess. Mr. Moss discussed and distributed documentation in regards to the selection process, to the attention of the Selectman's office stating Barken and Mess were the low bidders not violating town ordinance and not in violation of the bid process, requesting the Selectman's office to execute contracts with Barken and Mess. Randy Dill questioned the date of the bids. Mr. Moss responded April 27, 2005. Mr. Moss stated the bid was the lowest bid coming below the line item cost on the budget. Mr. Dill stated the Selectman's office would like to put the contract out to bid. He questioned Mr. King, based on his experience if the price was reasonable. He responded affirmatively. Mr. Moss stated of the 5 Civil Engineers which KBA solicited for proposals, 4 chose Barken and Mess. Mr. King stated Civil Engineers in general; no longer have Traffic Consultants on staff. Mr. Barnes stated due diligence was executed in providing the best price for the traffic study. Mr. Dill affirmed his belief that the proper process had been provided. Mr. Moss questioned Mr. Dill if the issue would be acted on at the next Selectman's Meeting. He responded affirmatively.

### **Determination of Next Meetings**

The next regular scheduled meeting will be June 29, 2005 at 7:30 p.m. at the Nathan Hale High School – Room 117.

**Other Discussion**

**Motion by Mr. Barnes to go into Executive session at 9:09 p.m. inviting Selectman Randy Dill and Ruth Ziobron to attend, for purposes of discussing property negotiations and contracts. Seconded by Ms Ziobron and passed unanimously.**

**Motion made by Mr. LaFemina to come out of executive session at @9:40 p.m. Seconded by Mrs. Ziobron and passed unanimously.**

No action was taken or decisions made.

**Motion by Mr. Gibson that it is the consensus of the Committee that the Committee (a) wishes to solicit proposals for Construction Manager as Constructor, contingent upon the Town Attorney finding that it is legally feasible to do so (b) directs the Chairman to contact the Town Attorney as soon as possible to determine if it is legally feasible to do so (c) directs the Chairman work with the project architect to put together a process for the request for a proposal and (d) form a Subcommittee to direct the selection process. Seconded by Mrs. Ziobron and unanimously passed.**

Mr. Moss stated he has a conflict of interest in choosing a Construction Manager. He stated he could moderate and develop a RFP but would not be able to be involved in the selection process. Dave LaFemina, Craig Parker and Kerri Willis Budzik volunteered to be on a sub-committee for the purpose of selecting a Construction Manager.

**Adjournment**

**Motion by Mrs. Budzik at 9:52p.m. to adjourn. Seconded by Mrs. Ziobron and unanimously passed.**

Respectfully submitted,

E. Ruth Ziobron

**Filed at Selectman's office**

Attendance