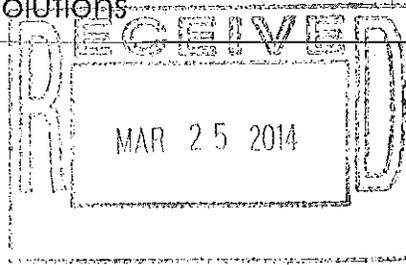




CREC

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CONSTRUCTION SERVICES  
Jim Giuliano  
Senior Project Manager

March 24, 2014

Michael Maniscalco  
Town Manager  
Town of East Hampton  
20 High Street  
East Hampton, CT 06424

**Re: East Hampton High School – Executed First Amendment to Project Management Services Agreement**

Dear Mr. Maniscalco:

Enclosed please find an original of the above-referenced Amendment. If you should have any questions, comments or concerns, please do not hesitate to contact the undersigned.

Very truly yours,

Jim Giuliano  
Project Manager

JG/dep  
Enclosure

## FIRST AMENDMENT TO PROJECT MANAGEMENT SERVICES AGREEMENT

This **FIRST AMENDMENT TO PROJECT MANAGEMENT SERVICES AGREEMENT** (the "Amendment") is made and entered into as of October 3, 2013, by and between the **CAPITOL REGION EDUCATIONAL COUNCIL**, a Connecticut Regional Educational Service Center with offices at 111 Charter Oak Avenue, Hartford, Connecticut 06106 ("CREC" or "Owner's Project Manager"), and **TOWN OF EAST HAMPTON**, having an address at 94 Main Street, East Hampton, Connecticut 06424 ("Owner").

**WHEREAS**, CREC and Owner entered into a certain Owner's Project Management Services Agreement dated October 23, 2012 regarding the East Hampton High School (the "Agreement"); and

**WHEREAS**, CREC and Owner desire to amend the Agreement in order to expand the services being performed by CREC.

**NOW, THEREFORE**, in consideration of the recitals and the mutual covenants, representations, warranties, conditions and agreements hereinafter expressed, the parties hereto agree as follows:

1. Capitalized terms used but not defined herein shall have the meanings ascribed to them respectively in the Agreement.

2. The first two sentences of Section 3 are hereby deleted in their entirety and the following substituted in lieu thereof:

"CREC shall provide Owner with (i) the services (the "Pre-Referendum Services") set forth in Exhibit A attached here to and made a part hereof (the "Pre-Referendum Proposal"); and (ii) the services (the "Post-Referendum Services", which together with the Pre-Referendum Services collectively hereinafter the "Services") set forth in Exhibit B attached hereto and made a part hereof (the "Post-Referendum Proposal", which together with the Pre-Referendum Proposal collectively hereinafter the "Proposal"). The Proposal is incorporated as part of this Agreement for the purposes of articulating the scope and compensation only. To the extent of any perceived conflicts or inconsistencies between this Agreement and the Proposal, the terms of this Agreement shall control and take precedence"

3. The second sentence of Section 5 is hereby deleted in its entirety and the following substituted in lieu thereof:

"As the OPM, CREC will assist the Owner and the East Hampton Building Committee (the "Building Committee") in certain pre-design, design, construction and other related activities as more particularly described in the Proposal."

4. The first two sentences of Section 8 are hereby deleted in their entirety and the following substituted in lieu thereof:

"In consideration of the performance of the Agreement, the Owner agrees to pay the OPM in compensation for the Services performed on an hourly basis and at the hourly rates set forth within the Proposal. Payment by the Owner for the Pre-Referendum Services shall under no circumstances exceed the monthly amounts reflected in the Pre-Referendum Proposal."

5. Exhibit B attached to and made part of this Amendment is hereby deemed attached to and made part of the Agreement as Exhibit B to the Agreement.

6. This Amendment may be executed in any number of counterparts by the parties hereto. Each such counterpart so executed shall be deemed to be an original and all such executed counterparts shall constitute but one and the same instrument. As amended hereby, the Agreement is hereby ratified and confirmed and shall remain in full force and effect. Any inconsistencies between the terms and provisions of this Amendment and the terms and conditions of the Agreement shall be resolved in favor of this Amendment.

7. As modified by the terms of this Amendment, the Agreement is hereby ratified and confirmed to continue in full force and effect.

**IN WITNESS WHEREOF**, the Parties have caused this Amendment to be signed and delivered by their duly authorized representatives.

**CAPITOL REGION EDUCATION COUNCIL**

By:   
Title: 3/21/14 COO  
Date: \_\_\_\_\_

**TOWN OF EAST HAMPTON**

By:   
Title: Town Manager  
Date: 3/18/14



January 13, 2014

CONSTRUCTION SERVICES  
John A. Mena  
Director

Ms. Sharon Smith  
Chairperson  
East Hampton High School Building Committee  
20 East High Street  
East Hampton, CT 06424

Ref: **East Hampton High School – Construction Project  
Owner’s Project Management Services Proposal**

Dear Ms. Smith:

We are pleased to submit this proposal and are grateful for the opportunity to continue serving you, the Town of East Hampton, East Hampton Public Schools and its students. The following represents a summary and description of the general scope of services we propose to provide based on the proposed schedule for the above mentioned project:

#### **Proposed Project Milestone Schedule**

##### **Pre-Construction Schedule**

1. Prepare for Town informational session June 28 – August 1, 2013
2. Management of SLAM’s contract amendment August 2 – October 4, 2013
3. RFQ/P process and contract for Commissioning services- June 28 - October 4, 2013
4. DCS Prep Meeting – September 30, 2013
5. Design Phase – August 22 – May 30, 2014
6. DCS Plan Completion Test – June 3, 2014 (depending on State’s availability)
7. DCS Formal Plan Review Process – June 3 thru August 29, 2014  
(typical length of time for this review - may extend longer)
8. Release to bid – September 15, 2014 (dependent on State’s approval)
9. Bidding/Scope review/Award – September 16 thru November 3, 2014

##### **Construction Schedule**

10. Construction process (exact phasing unknown at this time) – November 3, 2014, thru June 30, 2017
11. FFE/Technology Install - As phases are completed
12. Ready for student occupancy/use – As phases are completed

##### **Closeout Schedule**

13. Construction punchlist completion – As phases are completed
14. FFE punchlist completion – As phases are completed
15. Financial closeout of Construction Manager – June 30, 2017 thru September 1, 2017
16. Financial closeout of architect and remaining contracts – June 30 thru September 30, 2017
17. Approval of ED049F by BOE – October 2017
18. Submittal of ED049F to State – October 2017
19. 6-month period of State to do Audit of project – November 2017 thru May 2018 (historically, the State has taken much longer to audit a project)
20. Retainage release from State to town, entity financially managing the project – June 2018



# CREC

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Solutions

## Scope of Services Summary

## CONSTRUCTION SERVICES

John A. Mena

Director

### Pre-Construction Services

This phase will generally consist of the following services:

- Development of the Project Management Plan (PMP)
- Review and development of all building committee procedures as needed to streamline process
- Assistance with stakeholder establishment
- Project review processes and procedures, including design process review
- Protocols and procedures related to the coordination among all town entities (e.g. Building Committee, Town, Board of Education, and East Windsor Public Schools)
- Establishment/setup of the master project schedule
- Establishment/setup of the master project budget, including budget detail report that identifies all project budget costs, cash flow study, and state reimbursement model
- Development of all RFQ/P documents and process for solicitation of all professional services required for the project
- Contract preparation assistance and contract negotiation for all professional services required for the project
- Management of all Owner-held contracts, including the architect, other professionals, and Construction Manager.
- Assistance with setting up purchase orders and financial protocols
- Review and approval of all invoicing
- Management of the State process, including State reimbursement, state reviews, correspondence, etc.
- Attend building committee meetings as required

### Construction Services

This phase will generally consist of the following services:

- Management/oversight of the construction mobilization, shop drawing/submittal review process, RFI's, ASI's, fabrication, installation, and all associated construction activities
- Management of all Owner-held contracts, including the Architect, Construction Manager, Commissioning Agent and any other owner held contracts related to State Project No. 0042-0041 EA/RR.
- Coordination of all activities with all stakeholders
- Processing of all invoicing and payment requisitions
- Review of all professional service and construction change orders.
- Review and input regarding any claims. (Does not include legal representation)
- Assist/oversee architect with the quality control of the project, by providing quality assurance services
- Oversight of all scheduling aspects of the project (Construction Manager shall be required to provide a detailed Critical Path Schedule (CPM) Milestone Schedule)
- Provide on-site inspections of the construction project a maximum of one visit per week to monitor progress and provide quality assurance on-site
- Conduct a bi-weekly Owner/Architect/Contractor (OAC) meeting on-site
- Attendance at subcontractor meetings at CREC's reasonable discretion as required.
- Provide the building committee with written quarterly reports including an updated budget on a form approved by the Owner.
- Oversee/manage FFE procurement and installation process (assuming the architect is responsible for FFE design, administration, installation, and punchlist). Oversee architect work
- Assist with FFE invoicing review and processing (with architect assistance/verification)



# EXHIBIT B PAGE 5 of 5

## Exhibit A



East Hampton High School

| Project Phase                      | Closeout Phase |     |     |     |     |     |     |     |     |     |     |     | Design Phase Subtotal | Construction Phase Subtotal | Closeout Phase Subtotal | Total Hours | Avg Hourly Rate | Total  |              |
|------------------------------------|----------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----------------------|-----------------------------|-------------------------|-------------|-----------------|--------|--------------|
|                                    | Aug            | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul |                       |                             |                         |             |                 |        |              |
|                                    | 32             | 32  | 32  | 32  | 32  | 32  | 32  | 32  | 32  | 32  | 32  | 32  |                       |                             |                         |             |                 |        |              |
| <b>Project Executive Oversight</b> |                |     |     |     |     |     |     |     |     |     |     |     |                       |                             |                         |             |                 |        |              |
| John Mena                          | 32             | 32  | 32  | 32  | 32  | 32  | 32  | 32  | 32  | 32  | 32  | 32  | 32                    | \$ 74,982                   | \$ 161,461              | \$ 43,425   | 1792            | \$ 156 | \$ 279,868   |
| <b>Project Manager</b>             |                |     |     |     |     |     |     |     |     |     |     |     |                       |                             |                         |             |                 |        |              |
| Jim Giuliano                       | 88             | 88  | 88  | 88  | 120 | 140 | 140 | 140 | 140 | 140 | 140 | 140 | 140                   | \$ 205,680                  | \$ 440,959              | \$ 109,382  | 5620            | \$ 135 | \$ 756,021   |
| <b>Financial Management</b>        |                |     |     |     |     |     |     |     |     |     |     |     |                       |                             |                         |             |                 |        |              |
| Accounting Staff                   | 32             | 32  | 32  | 32  | 32  | 32  | 32  | 32  | 32  | 32  | 32  | 32  | 32                    | \$ 43,955                   | \$ 94,649               | \$ 25,456   | 1792            | \$ 92  | \$ 164,061   |
| <b>Project Controls</b>            |                |     |     |     |     |     |     |     |     |     |     |     |                       |                             |                         |             |                 |        |              |
| Scheduler                          | 12             | 12  | 12  | 12  | 12  | 12  | 12  | 12  | 12  | 12  | 12  | 12  | 12                    | \$ 16,483                   | \$ 35,494               | \$ -        | 576             | \$ 90  | \$ 51,977    |
| Quality Control                    | 20             | 20  | 20  | 20  | 20  | 20  | 20  | 20  | 20  | 20  | 20  | 20  | 20                    | \$ 30,704                   | \$ 66,115               | \$ 11,114   | 1060            | \$ 102 | \$ 107,933   |
| <b>Administrative Support</b>      |                |     |     |     |     |     |     |     |     |     |     |     |                       |                             |                         |             |                 |        |              |
| CREC Staff                         | 40             | 40  | 40  | 40  | 40  | 40  | 40  | 40  | 40  | 40  | 40  | 40  | 40                    | \$ 36,198                   | \$ 77,947               | \$ 20,964   | 2240            | \$ 60  | \$ 135,109   |
| <b>Total</b>                       |                |     |     |     |     |     |     |     |     |     |     |     |                       | \$ 408,003                  | \$ 876,625              | \$ 210,341  |                 | \$     | \$ 1,494,968 |