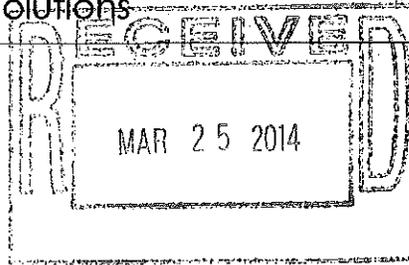




# CREC

Expert  
Solutions



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: 3/27/14 COO  
Date: \_\_\_\_\_

**TOWN OF EAST HAMPTON**

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



# CREC

Expert  
Solutions

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

## 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)



# CREC

Expert  
Solutions

## CONSTRUCTION SERVICES

John A. Mena

Director

- Oversee/manage school operations process into the new facilities
- Assist with certificate of occupancy process
- Continue assisting with State reimbursement process through the course of the construction phase
- Assist with maintenance of project records
- Ineligible and limited eligible cost tracking and management

### Closeout Services

This phase will generally consist of the following services:

- Oversee/manage all punchlist activities, towards a successful completion (both construction and FFE)
- Oversee/manage closeout process for all owner-held contracts
- Assist owner with all State processes, including ED049F, audit, and retainage release process

**Fee Proposal** (see attached Exhibit A – Proposal Breakdown) is as follows for each phase based on a lump sum basis per phase:

Pre-Construction Services -	\$408,003
Construction Services -	\$876,625
Closeout Services -	\$210,341
<b>Total</b>	<b>\$1,494,968</b>

\*If there are deviations from the schedule where the project extends beyond the allotted time per phase, we would need to discuss an adjustment in compensation that is proportional and equitable to the schedule change.

\*\*Approval of this proposal and any subsequent payments are entirely contingent upon State approval of a grant commitment for the project (as referenced in the beginning of this letter)

We are able to begin providing these services within 3 business days after agreement and acceptance of this proposal, based on a notice-to-proceed. We have also attached a draft agreement that could be used to formalize our services as described herein.

If you have any questions, please contact me at your convenience.

Sincerely,

JOHN A. MENA

cc: S. Cruz-Serrano, CREC  
J. Giuliano, CREC

Project Phase	Design Phase												Construction Phase																									
	2013						"2014"						"2015"						"2016"																			
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	
<b>Project Executive Oversight</b> John Mena	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	
<b>Project Manager</b> Jim Giuliano	88	88	88	88	88	88	88	88	88	120	140	140	88	88	88	88	88	88	140	120	88	88	88	88	88	88	88	88	88	88	88	88	88	88	88	88	88	
<b>Financial Management</b> Accounting Staff	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	
<b>Project Controls</b> Scheduler	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	
<b>Quality Control</b> Administrative Support	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	
<b>CREC Staff</b>	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	
<b>Total</b>																																						





Office of the TOWN MANAGER  
**MICHAEL MANISCALCO, MPA**  
mmaniscalco@easthamptonct.org

March 20, 2014

**TOWN COUNCIL**

Barbara Moore,  
*Chairperson*  
Kevin Reich,  
*Vice Chairman*  
Patience Anderson  
Ted Hintz, Jr.  
George Pfaffenbach  
Mark Philhower  
Philip Visintainer

Mr. James Giuliano  
CREC Construction Services  
111 Charter Oak Avenue  
Hartford, CT 06106

Dear Mr. Giuliano:

Enclosed are three signed copies of the First Amendment to Project Management Services Agreement between CREC and the Town of East Hampton for the East Hampton High School project. I understand I will receive a fully executed copy of the agreement back from your office.

Best regards,

A handwritten signature in black ink, appearing to be 'M. Maniscalco', written over a horizontal line.

Michael Maniscalco, MPA

## **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").

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**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: \_\_\_\_\_

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:

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## Scope of Services Summary

CONSTRUCTION SERVICES  
John A. Mena  
Director

### Pre-Construction Services

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# CREC

Expert  
Solutions

## CONSTRUCTION SERVICES

John A. Mena  
Director

- Oversee/manage school operations process into the new facilities
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If you have any questions, please contact me at your convenience.

Sincerely,

JOHN A. MENA

cc: S. Cruz-Serrano, CREC  
J. Giuliano, CREC

Project Phase	Design Phase												Construction Phase																					
	2013			"2014"									"2015"						"2016"															
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Project Executive Oversight John Mena	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32
Project Manager Jim Giuliano	88	88	88	88	88	88	88	88	120	140	140	140	88	88	88	120	140	140	140	120	88	88	88	88	88	88	88	88	88	88	88	88	88	88
Financial Management Accounting Staff	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32
Project Controls Scheduler	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12
Quality Control	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20
Administrative Support CREC Staff	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40
<b>Total</b>																																		

# EXHIBIT B PAGE 5 of 5



## Exhibit A

East Hampton High School

Project Phase	2017												Closeout Phase			Total Hours	Avg Hourly Rate	Total																
	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct				Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Design Phase Subtotal	Construction Phase Subtotal	Closeout Phase Subtotal					
<b>Project Executive Oversight</b>	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	0	0	0	0	0	32	32	32	32	\$ 74,982	\$ 161,461	\$ 43,425	1792	\$ 156	\$ 279,868		
John Mena																																		
<b>Project Manager</b>	88	88	88	88	88	88	120	140	140	140	140	120	100	88	88	88	88	0	0	0	0	0	88	88	88	88	\$ 205,680	\$ 440,959	\$ 109,382	5620	\$ 135	\$ 756,021		
Jim Giuliano																																		
<b>Financial Management</b>	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	0	0	0	0	0	32	32	32	32	\$ 43,955	\$ 94,649	\$ 25,456	1792	\$ 92	\$ 164,061		
Accounting Staff																																		
<b>Project Controls</b>	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	0	0	0	0	0	0	0	0	0	\$ 16,483	\$ 35,494	\$ -	576	\$ 90	\$ 51,977		
Scheduler																																		
Quality Control	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	0	0	0	0	0	0	0	0	0	\$ 30,704	\$ 66,115	\$ 11,114	1060	\$ 102	\$ 107,933		
Administrative Support																																		
CREC Staff	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	0	0	0	0	0	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	

**TOWN OF EAST HAMPTON**  
20 East High Street  
East Hampton, CT 06424



**HIGH SCHOOL BUILDING COMMITTEE**  
Sharon Smith, Chairperson  
Michele Barber, Vice Chairperson  
Cynthia Abraham, Member  
Thomas Cooke, Member  
Roy Gauthier, Member  
Stephen Karney, Member  
Michael Zimmerman, Member  
David Ninesling, Alternate  
Tom Seydewitz, Alternate

**HIGH SCHOOL—ADDITION & RENOVATE-AS-NEW  
BUILDING COMMITTEE MEETING**

High School (Library)  
15 North Maple Street, East Hampton, CT 06424

**Draft Minutes**

**Thursday, September 26, 2013, 5:30 p.m.**

**PRESENT AT MEETING**

**Committee Members:** Sharon Smith, Chairperson; Michele Barber, Vice Chairperson; Cynthia Abraham, Tom Seydewitz, Michael Zimmerman, Roy Gauthier, Thomas Cooke, and David Ninesling

**Member(s) Absent:** Stephen Karney

**Also Present:** Jim Giuliano, CREC Senior Project/Program Manager; Glenn Gollenberg, SLAM Principal In Charge; Amy Samuelson, SLAM Associate; Michael MacDonald, Downes Construction NCARB; John Fidler, High School Principal; Diane Dugas, Superintendent of Schools, Michael Maniscalco, Town Manager

**1. Call to order**

Chairperson Sharon Smith called the meeting to order at 5:31

**2. Public Remarks**

Board of Education member William Marshall reported that he has been appointed Liaison to the EHHS Building Committee and stated that he will be more than happy to facilitate anything the committee may need. He also stated that if he is unable to attend any meetings he will arrange for an alternate. Mr. Marshall added that a question came up in a BOE meeting as to whether (in the course of any demolition) if any metal would be sold and would dollars be recouped for the town. Glenn Gollenberg and Michael MacDonald explained, in detail, that any salvage/recycling of materials is figured into the contractor's bid package and belongs to the contractor.

**3. Review and approve minutes from 07-18-13 Workshop, 08-01-13 Information Workshop, and 08-22-13 Building Committee Meeting**

The 07-18-13 meeting is tabled at this time.

**MOTION:** By Michele Barber, seconded by Tom Seydewitz  
to approve the August 1, 2013 Information Workshop Minutes  
Vote: 7-0-1 Roy Gauthier abstained since he did not attend the meeting.

**MOTION:** By Michele Barber, seconded by Tom Seydewitz  
to approve the August 22, 2013 minutes as amended.  
Vote: 5-0-3 Roy Gauthier, Thomas Cooke, and David Ninesling abstained since they did not attend the meeting.

#### 4. Reports and Discussion

- Review Proposed Schedule from SLAM for SD Phase

Amy Samuelson distributed color coded copies of the *Draft Schematic Design Schedule* which included various planning committee meetings from 9/9/13 thru 12/2/13. No set dates, times or locations have been established for these meetings as yet. Tom Seydewitz asked if it would be possible for the Building Committee to have copies of the final schedules showing locations, etc. so that members could attend if interested. SLAM had already intended to provide this information.

The Building Committee agreed to meet every three weeks except for the week of Thanksgiving. The committee agreed to meet, instead, on December 5.

A discussion to place regarding Geo tech testing, for next week. Amy Samuelson stated that she feels confident to move forward with testing as scheduled (pending the approval of SLAM's service contract tonight).

#### 5. Action Items

- Review/Approve Commissioning Agent

Jim Giuliano distributed a *Commissioning Scoring Summary* for review. Mr. Giuliano explained the scoring process for ranking a Commissioning Agent. The sub-committee (Stephen Karney, Michael Zimmerman and Amy Samuelson) were responsible for the evaluation. He stated that it was a unanimous decision that the firm of HEA was recommended.

**MOTION:** By Michael Zimmerman, seconded by Cynthia Abraham  
to approve the firm of HEA as Commissioning Agent for the East Hampton High School Renovation Project, in the amount of \$86,400  
Motion unanimously carried

- Review/Approve CREC-Construction Project—Project Management Services Proposal

Jim Giuliano distributed the *EHHS Project Budget* (ending September 30, 2013) for review and discussion (attached). It was agreed that the budget reports would have an "as-of-date" going forward. The committee also reviewed CREC'S Project Management Services Proposal. A discussion prompted by Cynthia Abraham regarding managing electronic copies of all documents took place. Jim Giuliano stated that he has electronic copies and CD's of all important documents that are produced by him and that SLAM has their own electronic copies. Sharon Smith suggested that a sub-committee along with Jim Giuliano and Jeff Iyikka meet to establish procedures.

**MOTION:** By Cynthia Abraham. Seconded by Michele Barber  
to approve CREC's East Hampton High School Construction Owners Project Management Services Proposal in the amount of \$1,494,968  
Motion unanimously carried

- Review/Approve SLAM Phase 2 Add Service Request (Attached)

Jim Giuliano reviewed SLAM's Service Request with the committee and stated that he found it fair and reasonable and recommended approval by the Building Committee.

**MOTION:** By Roy Gauthier, seconded by Michele Barber  
to approve SLAM's Phase 2 Add Service Request for the Architectural Design for a Total of \$2,590,000  
Motion unanimously carried

- Approve Invoices (if any)  
No invoices to approve at this time.

## Giuliano, James

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**From:** Faulkner, Gregory R. <gfaulkner@rc.com>  
**Sent:** Tuesday, March 11, 2014 4:45 PM  
**To:** Giuliano, James  
**Cc:** 'Jylkka, Jeff (jjylkka@easthamptonct.org)'; Mena, John  
**Subject:** RE: EHHS-Revised fee proposal (Scope of Work)

Sorry Jim. I thought that this was all set. I see that you added the language requested re: meetings so OK on my end to have signed. I defer to you and Jeff with respect to arrangements to sign.

Good luck,

Greg

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**From:** Giuliano, James [mailto:jgiuliano@crec.org]  
**Sent:** Tuesday, March 11, 2014 4:37 PM  
**To:** Faulkner, Gregory R.  
**Cc:** 'Jylkka, Jeff (jjylkka@easthamptonct.org)'; Mena, John  
**Subject:** RE: EHHS-Revised fee proposal (Scope of Work)

Greg:

It's been awhile, sorry to make you have to think back. Hopefully the email string below will help jog your memory. Attached is the final version to the fee proposal letter.

I've included the language you requested in your last email "reasonable" discretion "as required.

Please review and if acceptable I will make arrangements for Mike Maniscalco to sign.

Thank you,

**James P. Giuliano**

*CREC Construction Services – Senior Project/Program Manager*

 **CREC** | Expert Solutions  
108 Charter Oak Avenue, Hartford, CT 06106  
ph: 860.509.3614 cl: 860.306.7134  
website: [www.creconstruction.org](http://www.creconstruction.org)

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**From:** Giuliano, James  
**Sent:** Monday, January 27, 2014 8:33 AM  
**To:** 'Faulkner, Gregory R.'  
**Cc:** Jylkka, Jeff (jjylkka@easthamptonct.org); Mena, John  
**Subject:** RE: EHHS-Revised fee proposal (Scope of Work)

No problem.

**James P. Giuliano**

*CREC Construction Services – Senior Project/Program Manager*

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ph: 860.509.3614 cl: 860.306.7134  
website: [www.creconstruction.org](http://www.creconstruction.org)

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**From:** Faulkner, Gregory R. [<mailto:gfaulkner@rc.com>]  
**Sent:** Sunday, January 26, 2014 9:32 AM  
**To:** Giuliano, James  
**Cc:** Jylkka, Jeff ([jjylkka@easthamptonct.org](mailto:jjylkka@easthamptonct.org)); Mena, John  
**Subject:** Re: EHHS-Revised fee proposal (Scope of Work)

Jim, all set. Just one tweak on the meetings with subs. Can you make that "reasonable" discretion "as required?"  
Once finalized, you can arrange with Jeff for execution.

Thanks,

Greg

On Jan 24, 2014, at 3:05 PM, "Giuliano, James" <[jgiuliano@crec.org](mailto:jgiuliano@crec.org)> wrote:

Thanks

**James P. Giuliano**  
*CREC Construction Services – Senior Project/Program Manager*

<image001.jpg>  
108 Charter Oak Avenue, Hartford, CT 06106  
ph: 860.509.3614 cl: 860.306.7134  
website: [www.creconstruction.org](http://www.creconstruction.org)

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**From:** Faulkner, Gregory R. [<mailto:gfaulkner@rc.com>]  
**Sent:** Friday, January 24, 2014 3:04 PM  
**To:** Giuliano, James  
**Cc:** Jylkka, Jeff ([jjylkka@easthamptonct.org](mailto:jjylkka@easthamptonct.org)); Mena, John  
**Subject:** RE: EHHS-Revised fee proposal (Scope of Work)

Thanks Jim. I'll make a quick run by Jeff on this, and hopefully we can finalize and get this re-signed.

Greg

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**From:** Giuliano, James [<mailto:jgiuliano@crec.org>]  
**Sent:** Friday, January 24, 2014 3:02 PM  
**To:** Faulkner, Gregory R.  
**Cc:** Jylkka, Jeff ([jjylkka@easthamptonct.org](mailto:jjylkka@easthamptonct.org)); Mena, John  
**Subject:** RE: EHHS-Revised fee proposal (Scope of Work)

Greg:

I apologize for getting back to you so late please see below in red and the attached document with changes in blue.

Thank you,  
**James P. Giuliano**  
*CREC Construction Services – Senior Project/Program Manager*

<image001.jpg>

108 Charter Oak Avenue, Hartford, CT 06106

ph: 860.509.3614 cl: 860.306.7134

website: [www.creconstruction.org](http://www.creconstruction.org)

**From:** Faulkner, Gregory R. [<mailto:gfaulkner@rc.com>]

**Sent:** Wednesday, January 15, 2014 2:18 PM

**To:** Giuliano, James

**Cc:** Jylkka, Jeff ([jjylkka@easthamptonct.org](mailto:jjylkka@easthamptonct.org))

**Subject:** RE: EHHS-Revised fee proposal (Scope of Work)

Jim:

We're close. Just a couple of minor comments.

With respect to the reports, can you just add "on a form approved by the Owner," so that there is no misunderstanding about what is expected each month? I assume that the reports that you are sending meet with the Town's approval and that will be the format going forward. Included in letter attached.

Were you going to add something about safety "observations?" I have a note that you were OK with it, but can't recall whether we ended up agreeing that other general language covered it. Our conversation talked about the CM is responsible for safety and that CREC does not have a contractual relationship with subcontractors. However if during a walkthrough CREC observes a safety concern/violation we will immediately bring it to the attention of the CM. Including language to the effect that CREC is responsible for safety would not be looked at in good light with our insurance carrier.

In addition to adding RFIs to the review process, should it also include ASIs and Submittals? Added. Please note however we are not responsible for a thorough review and approval. Our involvement consist of both the CM and Architect adhering to their contractual obligations regarding review and turnaround time.

I think with respect to meetings you were going to add some language that you would attend sub meetings if required on specific occasions. See letter attached.

In addition to overseeing the Architect, I think you were going to add something about move management with Owner's consultant. Is that included under "Oversee/manage school operations process into new facilities?" If so, can we clarify that sentence a bit? No that was included in "Management of all Owner held contracts....."

Thanks. Let me know if you have any questions.

Greg

**From:** Giuliano, James [<mailto:jgiuliano@crec.org>]

**Sent:** Tuesday, January 14, 2014 11:58 AM

**To:** Faulkner, Gregory R.

**Cc:** Jylkka, Jeff ([jjylkka@easthamptonct.org](mailto:jjylkka@easthamptonct.org))

**Subject:** EHHS-Revised fee proposal (Scope of Work)

Greg:

Attached is a revised draft incorporating the comments in Jeff's email. I believe I have incorporated all of the items we discussed, however if you feel I have left something out please let me know and I will correct it.

In your opinion would the building committee need to vote to accept this again?

Thank you,

**James P. Giuliano**

*CREC Construction Services – Senior Project/Program Manager*

<image001.jpg>

108 Charter Oak Avenue, Hartford, CT 06106

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website: [www.creconstruction.org](http://www.creconstruction.org)

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