

**TOWN OF KILLINGLY  
PERMANENT BUILDING COMMISSION**

**Wednesday, March 1, 2023**

**7:00 p.m.**

**Town Meeting Room (In Person)**

**Killingly Town Hall**

**172 Main Street**

**Killingly, CT 06239**

**AGENDA**

1. Call of the Meeting and Roll Call

2. Citizen Participation

**This is an in-person meeting. Public can attend the meeting at the Town Hall. E-mailed public comment will still be accepted and presented at the meeting.**

3. Adoption of Minutes: February 1, 2023

4. Unfinished Business:

a. KMS Renovate As New with Addition Project

1. Consideration and action on Amendment #4 to Antinozzi Associates P.C. agreement totaling \$13,450

2. Consideration and action on the approval of general trades subcontract

3. Review of cost management items

4. Consideration and action on PCO #17 for Downes Construction

4. Consideration and action on a GMP amendment #3 for Downes Construction

b. Westfield Avenue/Community Center Project

1. Receive presentation of exterior conditions/cost estimates

2. Consideration and action on the type of building exterior materials

3. Consideration and action allowing Antinozzi Associates and Downes Construction to proceed to bid with exterior improvements

5. New Business: None

6. Other

7. Correspondence

8. Executive Session: None

9. Council Member Reports

10. Adjournment

RECEIVED  
TOWN CLERK, KILLINGLY, CT  
2023 FEB 27 AM 11:20  
Elizabeth M. Wilson

## **AGENDA ITEM COVER SHEET**

### **ITEM 3 : MEETING MINUTES**

**PREPARED BY:** Mary Bromm, Community Development Administrator

### **ITEM SUMMARY:**

Attached are the minutes for February 1, 2023.

### **ACTION REQUESTED AT MARCH 1, 2023 MEETING:**

Upon review, approve minutes.

### **SUPPORTING DOCUMENTS:**

- Minutes

# TOWN OF KILLINGLY

Killingly Town Hall  
172 Main Street, Danielson, CT 06239  
PERMANENT BUILDING COMMISSION (PBC)

## MEETING MINUTES Wednesday, February 1, 2023 7:00 p.m.

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1. Call of the Meeting and Roll Call: Chairman Tom Weaver called the meeting to order at 7:00 p.m.

**Members Present:** Kyle Zadora, Stewart Rivers, Dan Toth, Marcel Lussier, Adam Reynolds

**Members Absent:** None

**Also Present:** Mary Calorio, Town Manager; Mary Bromm, Community Development Administrator, Kevin Kerttula Town Council Liaison to the PBC; Mike Vassar, Director of Maintenance and Operations; Michael Losasso (in person) and David Ferris (by Webex) from Antinozzi Associates; Dominic Madigan, and Frank Tomcak from Downes Construction

2. Citizens Participation: None

3. Adoption of Minutes:

**MOTION (1)** made by Mr. Lussier SECONDED BY Mr. Zadora that the Permanent Building Commission approve the special meeting minutes of January 19, 2023 as presented

**VOICE VOTE: UNANIMOUS**

**MOTION CARRIED**

4. Unfinished Business:

- a. **KMS RENOVATE AS NEW WITH ADDITION PROJECT:**

Mr. Tomcak and Mr. Madigan reviewed the project budget including the elevator bid and the allowance for a revised general trades package, currently out to bid. The budget assumes \$495,884 in value management items. These items were also reviewed. Additional value management items are available if needed; however, they were not accepted at this time. The GMP (guaranteed maximum price) is \$29,971,486.

**MOTION (2)** made by Mr. Zadora SECONDED BY Mr. Rivers that the Permanent Building Commission approve the elevator bid to Kone totaling \$298,200

**VOICE VOTE: UNANIMOUS**

**MOTION CARRIED**

**MOTION (3)** made by Mr. Zadora SECONDED BY Mr. Toth that the Permanent Building Commission accept the value management items totaling \$495,884

**VOICE VOTE: UNANIMOUS**

**MOTION CARRIED**

**MOTION (4)** made by Mr. Zadora SECONDED BY Mr. Rivers that the Permanent Building Commission approve the GMP for Downes Construction totaling \$29,971,486

**VOICE VOTE: UNANIMOUS**

**MOTION CARRIED**

5. New Business: None

6. Other: None

7. Correspondence: None.

8. Council Member Report: Mr. Kerttula reported that the Town Council has not met since the last PBC meeting.

9. Adjournment:

**MOTION (5)** made by Mr. Toth **SECONDED BY** Mr. Zadora that the Permanent Building Commission adjourn the meeting at 7:22 p.m.

**VOICE VOTE: UNANIMOUS;**

**MOTION CARRIED**

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Mary Bromm", followed by a horizontal line.

*Mary Bromm*  
*Staff Liaison*

## **AGENDA ITEM COVER SHEET**

**ITEM 4(a): KILLINGLY MEMORIAL SCHOOL RENOVATION/ADDITION PROJECT**

**PREPARED BY:** Mary Bromm, CD Administrator

**ARCHITECT/ENGINEER:** Antinozzi Associates

**CONSTRUCTION MANAGER:** Downes Construction

**COMMISSIONING AGENT:** Consulting Engineering Services

### **ITEM SUMMARY:**

A change order from Antinozzi Associates for Geotechnical Engineering Services when installing the rammed aggregate piers was required. Tom Weaver signed a change order not to exceed \$13,450 for these services. The Commission must affirm the change order.

Phase II is underway and all trades have been bid. The general trades package low bidder resulted in the project being over budget by approximately \$116,000. Additional credits were received; however, some monies will need to be taken from owner contingency. The final GMP (#3) will be presented for approval.

### **ACTION REQUESTED AT THE MARCH 1, 2023 MEETING:**

Review and affirm Amendment #4 to Antinozzi Associates P.C. totaling \$13,450

Review and if appropriate, approve PCO#17 for Downes Construction Company

Review and if appropriate, approve the GMP #3 for the project totaling \$30,036,781.00

### **SUPPORTING DOCUMENTS:**

- Amendment #4 for Antinozzi Associates P.C.
- PCO #17 for Downes Construction Company
- GMP Amendment #3 for Downes Construction Company



**AIA®**

# Document G802® – 2017

## Amendment to the Professional Services Agreement

**PROJECT: (name and address)**  
Killingly Memorial School  
339 Main Street, Danielson, CT 06239

**AGREEMENT INFORMATION:**  
Date: 1 June 2021

**AMENDMENT INFORMATION:**  
Amendment Number: 004  
Date: 15 February 2022

**OWNER: (name and address)**  
Town of Killingly, Connecticut  
172 Main Street, Killingly, CT 06239

**ARCHITECT: (name and address)**  
Antinozzi Associates, P.C.  
271 Fairfield Avenue, Bridgeport, CT  
06604

The Owner and Architect amend the Agreement as follows:

The construction of the addition's foundation requires inspection of the subsurface soil conditions by a Geotechnical Engineer. The scope and extent of these inspections is undeterminable prior to the collection of data from borings performed during the design phase, an understanding of the structural foundations designed by the structural engineer, and a general understanding of the Contractor's schedule to perform excavation activities. Consequently, we present the enclosed proposal for Geotechnical Services during construction.

The Owner has the authority to competitively bid these services. As an alternative, we have requested a proposal from the Geotechnical Engineering consultant retained under our Agreement for design services. The Owner's budget includes a \$10,000 allowance for Geotechnical services during Construction. Though the attached proposal exceeds the allowance, the Consultant anticipates that barring construction complications, the actual hourly field observation services will be less than the proposal's forecasted amount.

With the Permanent Building Commission's acceptance, and in accordance with the provisions of Article 11.3 of the Prime Agreement between the Town of Killingly and Antinozzi Associates, P.C., the Architect shall add the provision of geotechnical services during construction through the Architect's Geotechnical Engineering Consultant. The enclosed proposal from Down to Earth Consulting lists stipulated sum amounts for review of the rammed aggregate (RAP) pier layout, RAP load testing, and the generation of a Special Inspection Report. The proposal also includes estimate amounts for onsite observations which were developed with guidance from the Contractor based on their anticipated schedule to execute the RAP installation.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Original Percentage-based Design Services Fee Amount + Amendment 001-003: \$ 1,669,742.51

Amendment No. 004 - Geotechnical Services During Construction

Down to Earth Consulting Fees:

Plan review and Coordination (Lump Sum):	\$	800.00
RAP Load Test Review (Lump Sum):	\$	3,500.00
Routine Field Observations (Hourly Estimate):	\$	11,250.00
Special Inspection Report (Lump Sum):	\$	900.00

Antinozzi Associates, P.C. mark-up (15%):	\$	2,018.00
Courtesy Discount:	(\$	2,018.00)

Amendment No. 004 Total:	\$	13,450.00
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Amended Agreement Total:	\$	1,683,192.51
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User Notes:

(3B9ADA4D)

Schedule Adjustment:  
None.

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**SIGNATURES:**

Antinozzi Associates, P.C.

ARCHITECT (Firm name)

SIGNATURE

Michael LoSasso, AIA, LEED|AP,  
Principal

PRINTED NAME AND TITLE

15 February 2023

DATE

Town of Killingly, Connecticut

OWNER (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE



February 10, 2023  
File No. 0017-003.00

Michael Losasso, AIA  
Antinozzi Associates  
271 Fairfield Avenue  
Bridgeport, Connecticut 06604

Via email: [MLosasso@antinozzi.com](mailto:MLosasso@antinozzi.com)

Re: Construction Services Proposal  
Killingly Memorial School Addition  
Danielson, Connecticut

Dear Mr. Losasso:

Down to Earth Consulting, LLC (DTE) is pleased to provide this proposal for geotechnical construction services for the proposed addition that will be located at Killingly Memorial School in Danielson, Connecticut. The purpose of our services is to verify and document compliance with project requirements during earthwork and foundation installation.

Involvement of experienced field technicians and geotechnical engineers during construction will also allow for implementation of modifications and/or adjustments to construction methods based on actual subsurface conditions encountered and prevailing weather conditions.

### **SCOPE OF SERVICES**

We will perform the following scope of services:

- A. We will review the foundation plans and available geotechnical information and coordinate final design development and earthwork requirements between the design and construction team. This includes reviewing the RAP design build submittal.
- B. We will provide a field technician under the supervision of a Professional Engineer Registered in the State of Connecticut to observe and document the following earthwork and foundation construction activities:
  - 1. RAP Load Test Observation and Review
  - 2. Rammed Aggregate Pier Installation
  - 3. Removal of unsuitable bearing materials at subgrade levels;
  - 4. Placement of structural fill (field/lab density testing not included);
  - 5. And, footing subgrade bearing capacity.





The field representative's observations will be documented in weekly field reports which will include a narrative description of work accomplished, observations, recommendations made, and DTE's opinion regarding the conformance of the work with project plans and specifications.

DTE's field observation services do not include direction or supervision of the contractor or any subcontractors, or responsibility for compliance by the contractor or any subcontractors with OSHA, NIOSH, U.S. EPA, Connecticut DEP or any other applicable government regulations.

DTE shall not be responsible to review the sufficiency of health and safety measures by the contractor or any subcontractors working at the project site.

#### **BASIS OF COMPENSATION AND ESTIMATE OF COSTS**

Compensation for DTE's services will be based on the lump sum amounts and actual accrued time and expenses incurred in accordance with the unit rates indicated below.

Actual total costs for construction phase geotechnical engineering services will depend on the schedule for the earthwork/foundation portions of the project, and the extent and nature of any geotechnical issues that may arise. These factors are not within DTE's control. The following estimate of costs is conjectured and provides a unit price estimate which can be used by the construction management team to provide a more informed estimate. Our estimate is based on an anticipated five full time days for RAP installation and seven part-time days for footing subgrade inspection (based on discussions with the contractor).

Plan Review and Coordination (Lump Sum)	\$850
RAP Load Test Review (Lump Sum)	\$450
*Routine Field Observation by Field Representative:	
5 days full-time @ \$1,050/day (assumes 8 hours/day onsite)	\$5,250
8 days part-time @ 750/half day (assumes 4 hours or less onsite)	\$6,000
<u>Special Inspection Report (Lump Sum)</u>	<u>\$900</u>
<b>Estimated Total:</b>	<b>\$13,450*</b>

Overtime beyond 8 hours onsite will be billed at \$125 per hour. Additional services such as, but not limited to, meetings, lab testing, field density testing, or completion of any Department of Buildings forms will be based upon actual time expended and expenses incurred.

**\*Actual charges will depend on the duration of the construction and other factors over which we have no control; hence, actual charges will vary from this estimate.**



## TERMS AND CONDITIONS

Our work will be subject to the attached Terms and Conditions.

## ACCEPTANCE

This proposal may be accepted by signing in the appropriate spaces below and returning the original copy to us or issuing a purchase order.

We appreciate the opportunity to provide this proposal. If you have any questions, please call.

Sincerely,  
Down to Earth Consulting, LLC

Daniel LaMesa, P.E.  
Principal

  
2-15-23

Attachments: Terms and Conditions

This Proposal for Services is hereby accepted and executed by a duly authorized signatory, who by execution hereof, warrants that he/she has full authority to act for, in the name, and on behalf of the Client.

## Antinozzi Associates

Signed By: \_\_\_\_\_ Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Billing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## TERMS AND CONDITIONS

These terms and conditions are incorporated by reference in the attached Proposal for Services, dated February 10, 2023, File Number 0017-003.00, directed to Antinozzi Associates (the "Client"). This proposal contains clauses that limit the liability of Down To Earth Consulting, LLC (the "Company") to Client and require the Client to indemnify Company for certain claims for damages. This Proposal should be reviewed carefully and Client may choose to consult with an attorney. Company and Client agree as follows:

**1.0 Services.** Company shall provide Client with the "Services" set forth in the Proposal for Services ("Proposal") with respect to the property identified in the Proposal ("Site"), under these terms and conditions. Company's Services will be performed on behalf of and solely for the exclusive use of Client for the purposes described in the Proposal and for no other purpose. Client acknowledges that Company's Services require decisions, which are based upon judgment stemming from limited data rather than upon scientific certainties. Client, in accepting Company's Proposal, acknowledges the inherent risks to Client and its property associated with the Services described in the Proposal and with underground work in general. Company reserves the right to refuse to undertake any work on behalf of any project or on behalf of any prospective Client. Client acknowledges that other qualified persons and entities are available to carry out the proposed Services. Client also acknowledges that the proposed Services may reveal certain conditions affecting the site, of which Company will inform Client and of which Company may be obligated to inform governmental agencies.

**2.0 Billings and Payment.** Client will pay Company for Services performed in accordance with the rates and charges in the Proposal. Invoices for Company's Services will be submitted on a periodic basis, or upon completion of Services as Company shall elect. All invoices are payable in full upon receipt. If payment in full is not received by Company within 30 days of the date on the invoice, the account will be deemed delinquent. Invoice balances remaining unpaid will bear interest from invoice date at 1.5 percent per month or at the maximum lawful interest rate if such interest rate is less than 1.5 percent per month. If Client fails to pay any invoice in full within 30 days of the invoice date, Company may, at any time, and without waiving any other rights or claims against Client, and without thereby incurring any liability to Client elect to terminate performance of Services upon ten (10) days prior written notice by Company to Client. Notwithstanding any termination of Services by Company for non-payment of invoices, Client shall pay Company in full for all Services rendered by Company to the effective date of termination of Services plus all delinquent fees, termination costs, and expenses incurred by Company and related to such termination. Client shall be liable to Company for all costs and expenses of collection, including reasonable attorney's fees. Company's non-exercise of any rights or remedies, whether specified herein or otherwise provided by law, shall not be deemed a waiver of any rights or remedies, nor preclude Company from the exercise of such rights or other rights and remedies under this instrument, or at law.

**3.0 Right of Entry.** Client grants to Company the right, exercisable from time to time, of entry to the Site by Company, its agents, employees, consultants, contractors and subcontractors, for the purpose of performing all acts, studies and research, including the performing of test borings, test pits and other explorations as described in the Proposal. Should Client not own the Site, Client warrants and represents by acceptance of this Proposal that it has authority and permission of Site owner and any other Site occupant to grant Company this right of entry. Company may require evidence of such authority in a form reasonably satisfactory to Company.

### **4.0 Subsurface Explorations.**

**4.1 Normal Disturbance.** Client acknowledges that the use of exploratory equipment and processes may affect, alter or damage the terrain, vegetation, buildings, structures, improvements and equipment at, in or upon the Site. Client accepts such risks. Company will not be liable for any affect, alteration or damage arising out of such explorations except that caused by Company's grossly negligent acts. The cost of restoration of the Site because of any damage to the site has not been calculated or included in Company's fees.

**4.2 Subterranean Structures.** Company will exercise a reasonable degree of care in seeking to locate subterranean structures in the vicinity of proposed subsurface explorations at the Site. Company will contact public utilities and review plans, if any, provided to Company by public utilities and public agencies and plans and information about the Site provided by Client. Company shall be entitled to rely on the accuracy and completeness of such plans and information. So long as Company observes such standard of care, Company will not be responsible for any damage, injury or interference with any subterranean structure, pipe, tank, cable or any other element or condition that is not called to Company's attention prior to commencement of work or which is not shown, or accurately located, on any plans furnished to Company by Client or by any other party (public or private).

**5.0 Samples.** Company may dispose of all soil, rock, water and any other samples within thirty (30) days after submission of Company's initial report. Client may request in writing that any such samples be retained beyond such date and Company shall arrange for shipment and storage of such samples at mutually agreed shipment and storage charges. Company will not give Client prior notice of intent to dispose of samples.

**6.0 Documents.** All reports, boring and test pit logs, field data, field notes, laboratory test data, calculations, estimates and other documents, data or information prepared by Company as instruments of Service shall remain the sole property of Company. All reports and other work prepared by Company for Client shall be used solely for the intended purposes and the Site described in the Proposal. Company will retain all pertinent documents for three (3) years following submission of Company's report to Client. Such documents will



be available to Client upon request and upon reasonable notice and copies will be furnished by Company to Client for the total cost of reproduction.

**7.0 Client's Duty to Notify Company of Hazards.** Client represents and warrants that it will provide Company with any and all information known to or suspected by Client with respect to 1) The existence or possible existence at, on or under the Site of any hazardous materials, pollutants or asbestos as defined in the federal Water Pollution Control Act; the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980; the Superfund Reauthorization Act of 1986; the Resource Conservation and Recovery Act of 1976; or under the provisions of federal, state and local laws of similar import now or hereafter existing, 2) any conditions known to Client to exist in, on, under or in the vicinity of the Site which might represent a potential safety hazard or danger to human health or the environment, or 3) any permit, manifest, title record, or other record of compliance or non-compliance with any federal, state or local laws relating in any way, directly or indirectly, to the past or present environmental conditions at the Site. In no event shall Company be deemed a handler, generator, transporter, or owner of any hazardous materials that may be at the Site. Client shall defend, indemnify, and hold Company harmless from and against any and all claims, suits, costs, damages, liabilities, and expenses, including reasonable attorneys' fees, arising from or related to any such claims or allegations of any kind directed at Company by any party or entity that may arise out of or relate to Company's Services.

**8.0 Hazardous Materials, Pollutants, Asbestos.** If unanticipated potentially hazardous materials, pollutants or asbestos are encountered during the course of this work, Company shall have the right 1) to suspend its work immediately and 2) to terminate its Services upon ten (10) days of Company's written notice of intent to terminate, unless Company and Client agree on mutually satisfactory amendment to the Proposal that may include a revision of the scope of services, adjustment of budget estimates, revised Terms and Conditions, and revised fees.

**9.0 Confidentiality.** Company will not disclose information regarding the proposal, Company's Services or reports, except 1) to Client, 2) parties designated by Client, 3) as provided in section 10.0 below, 4) as required by law, 5) or to the extent reasonably necessary to substantiate a claim or defense in any adjudicatory proceeding. Information which is in the public domain or which is provided to the Company by third parties is excepted from the foregoing undertaking.

**10.0 Public Responsibility.** Client acknowledges that the Client or the Site owner, as the case may be, is now or shall remain in control of the site for all purposes and at all times. Company does not undertake to report to any federal, state, county or local public agencies having jurisdiction over the subject matter any conditions existing at the subject Site from time to time which may present a potential danger to public health, safety or the environment. Client by acceptance of this Proposal, agrees that Client will timely notify each appropriate federal, state, county or local public agency, as required by law, of the existence of any conditions at the Site which may present a potential danger to public health, safety or the environment.

Notwithstanding the provisions of section 9.0 and the foregoing, Company will comply with judicial orders or government directives, and federal, state, county or local laws, regulations and ordinances, and applicable codes regarding the reporting to appropriate public agencies of findings with respect to potential dangers to public health, safety or the environment. Company shall have no liability or responsibility to the Client or to any other persons or entity for reports or disclosures made with such statutory or other lawful requirements. Client shall defend, indemnify and hold Company harmless from and against any and all claims, demands, liabilities and expenses, including reasonable attorneys' fees, incurred by Company and arising directly or indirectly in connection with Company's reporting or disclosing such information under a bona fide belief that such reporting or disclosure is required by law.

**11.0 Indemnification.** To the fullest extent permitted by applicable law, unless caused by Company's sole negligence or willful misconduct, Client agrees to defend, indemnify and hold harmless Company, its subcontractors, consultants, agents, owners, directors, officers and employees harmless from and against any and all claims for damages and all costs, liability or expense, whether direct, indirect, economic or consequential, including reasonable attorneys' fees, and court and arbitration costs sustained or alleged by any person or entity other than Client, based upon or arising in connection with: 1) a release of hazardous materials or pollutants; 2) bodily injury including death and property damage (real or personal) or any other claim of damage, expense or loss, caused by the release, removal, remediation, assessment, evaluation or investigation of hazardous materials or pollutants; 3) removal, assessment, evaluation or investigation of hazardous materials or pollutants; 4) any federal, state, local or other governmental fines or penalties related to hazardous materials or pollutants; or 5) the detection, abatement, removal or replacement of products, materials, or processes containing asbestos.

**12.0 Limitation of Professional Liability.**

**12.1 General.** Client agrees that Company has neither created nor contributed to the creation of any hazardous materials, pollutants, asbestos, or other potentially dangerous substance that is now or may be in the future discovered or introduced at the Site. The Company does not assume any liability for the known and unknown presence of such materials. To the fullest extent permitted by law and notwithstanding Company's applicable insurance coverage limits, Company's liability to Client whether based upon or arising out of Company's actual or alleged breach of contract, tort, breach of warranty, negligent professional acts or omissions, or any other cause of action, is limited in the aggregate to the Company's fees actually received for Services rendered on the project or \$50,000, whichever is greater.

**12.2 Increased Limit of Professional Liability.** Company may, upon Client's written request, agree to increase the limit of Company's limitation of liability in consideration of payment by Client of additional monetary and other consideration. Any request for increased limit in professional liability must be made to Company in writing within five (5) days of Client's acceptance of this Proposal. Company is not obligated in any way to grant such request. Such additional monetary and other consideration given to the Company for the additional economic risk assumed by the Company shall not be construed as a charge for the placement and provision of additional professional liability insurance by Company.

**13.0 Governing Law, Severability, Modifications, Assignments.** The agreement between Company and Client shall be governed by and enforceable in accordance with the laws of the State of New Hampshire. The provisions of these Terms and Conditions are severable. The invalidity of any part of these Terms and Conditions shall not invalidate the remainder of these Terms and Conditions nor the remainder of any portion hereof. These printed Terms and Conditions cannot be modified orally or by any course of conduct. Any modification must be acknowledged in writing by Company. These Terms and Conditions shall take precedence over any inconsistent or contradictory provision contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document issued by

Client. Client shall not assign any aspect of the agreement between Client and Company except upon the prior written consent of Company.

**14.0 Standard of Care for Services.** The Company agrees to perform its Services under this agreement in accordance with the degree of skill and care ordinarily exercised by similarly practicing professionals performing similar services under similar conditions. The Company makes no other representations and no warranties of any kind, whether express or implied, with respect to the quality or performance of the Services.

**15.0 Construction-Phase Services.** In the event Company is required to provide construction-phase services under this Agreement, it is expressly agreed that Company shall not have control over; charge of, or be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Construction Contractor's rights and responsibilities under generally accepted construction practices and as required under their construction contract with the Owner and/or the Client. Company shall, however, be responsible solely for the activities of its own employees while on the jobsite, but this shall not be construed to make Company in any way responsible for the site-specific safety programs of others, or to relieve the Construction Contractor from its responsibilities for maintaining a safe jobsite.

When Company is NOT required to provide construction-phase services under this Agreement, it is expressly agreed that since Company's Services do not include project observation or review of the Construction Contractor's performance, or any other construction-phase services, and since such services will be provided by Client or Owner, then Client or Owner assumes all responsibility for interpretation of the contract documents and for construction observation or review and waives any claims against the Company, its agents and employees, that may be in any way connected thereto. In addition, the Client or Owner shall defend, indemnify, and hold harmless the Company, its agents and employees, from and against any claims, losses or damages arising from the lack of construction-phase services.

**16.0 Waiver of Subrogation.** The Client hereby waives all rights of subrogation against the Company with respect to any damages the Client may incur to the extent such damages are covered by any insurance maintained by the Client. The Client shall endeavor to require corresponding waivers of subrogation rights in Company's favor from any contractors or consultants Client may retain to perform work or services relating to the Services.

**17.0 Additional Insured.** Client shall name or require its insurance carriers to name Company as an additional insured on any Commercial General Liability insurance policy maintained by Client and shall require the same of any other contractors or consultants retained by Client that may be performing work or services relative to the Services.

#### **END OF TERMS AND CONDITIONS**



**PCO #017**

Downes Construction Company  
200 Stanley St  
New Britain, Connecticut 06051  
Phone: (860) 229-3755  
Fax: 860 225-3617

**Project:** 25-01-0447 - Killingly Memorial School  
Killingly, Connecticut

## Prime Contract Potential Change Order #017: Value Management & Gen Trades Overage

<b>TO:</b>	Town of Killingly 172 Main Street Killingly, Connecticut 06239	<b>FROM:</b>	Downes Construction Company 200 Stanley St New Britain, Connecticut 06051
<b>PCO NUMBER/REVISION:</b>	017 / 0	<b>CONTRACT:</b>	25-01-0447 - Killingly Memorial School
<b>REQUEST RECEIVED FROM:</b>		<b>CREATED BY:</b>	Dominic Madigan (Downes Construction Company)
<b>STATUS:</b>	Pending - In Review	<b>CREATED DATE:</b>	2/27/2023
<b>REFERENCE:</b>	Value Management Log	<b>PRIME CONTRACT CHANGE ORDER:</b>	None
<b>FIELD CHANGE:</b>	No		
<b>LOCATION:</b>		<b>ACCOUNTING METHOD:</b>	Amount Based
<b>SCHEDULE IMPACT:</b>	0 days	<b>PAID IN FULL:</b>	No
<b>EXECUTED:</b>	No	<b>SIGNED CHANGE ORDER RECEIVED DATE:</b>	
		<b>TOTAL AMOUNT:</b>	\$56,641.91

**POTENTIAL CHANGE ORDER TITLE:** Value Management & Gen Trades Overage

**CHANGE REASON:** Design Development

**POTENTIAL CHANGE ORDER DESCRIPTION:** *(The Contract Is Changed As Follows)*

**CE #017 - Value Management & Gen Trades Overage**

- Furnish credit for value management items previously reviewed and approved by owner/architect in accordance with A.3.1.7 - VALUE MANAGEMENT LOG dated 02/06/23.
- Requesting Building Commission approval to proceed with General Trades award to Acoustics. The General Trades allowance of \$950,932 was previously approved by building commission; since the initial approval, the Gen Trade bids were taken and lowest responsible bidder is over budget by \$116,068.

Item #	Description	Price
1	Change anodized aluminum rails, wall rails and two-line rails to a color galv, sand blast, powder coat	(\$39,000.00)
2	Grooved in lieu of welded pipe (2.5" and above)	(\$28,500.00)
ALT #10	Multiple trades - delete cloud ceiling detail in media center	(\$113,250.00)
5	HM in lieu of Alum @fire rated locations (firewall), interior only	(\$66,000.00)
6	Change type A ceiling tiles from Calla to Ultima Vector (NRC reduced to 75)	(\$14,800.00)
7	Conventional ceiling grid in lieu of superfine ceiling grid at all specified locations	(\$10,080.00)
8	Change Rickett quartz tile to Upfloor tile	(\$9,650.00)
9	Change floor grills to different mfg.	(\$18,939.00)
10	Epoxy paint in lieu of resinous flooring	(\$4,337.00)
11	Delete workstation (system is web-based/accessible from anywhere)	(\$3,000.00)
12	Laminated in lieu of security glazing at addition (matches standard at existing building)	\$18,600.00
13	Phase 1 allowance credit, Eversource gas meter location	(\$10,000.00)
14	Phase 1 allowance credit for pre-purchase switchgear	(\$22,405.00)



15	Phase 1 allowance credit for materials testing & inspection	(\$4,640.00)
16	Phase 1 sub allowance credit back snow removal / winter conditions	(\$7,500.00)
16B	Phase 1 sub allowance credit back Site Grounds Maintenance	(\$14,600.00)
16C	Phase 1 sub allowance credit back Fence Maintenance	(\$12,300.00)
17	Phase 1 sub allowance credit back utility fees	(\$17,091.22)
17B	Phase 1 sub allowance credit back Additional Temp Light & Power	(\$5,085.87)
18	Scope review adjustment following scope review w/Dicin Electric	(\$2,700.00)
19	Change LVT to a different mfg. (No Change - Basis of Design Agreed to Match Pricing)	(\$2,660.00)
26	Remove handicap lift from Elevator bid package	(\$150,000.00)
27	Remove the Galvanizing from the dunnage platforms	(\$3,500.00)
	GENERAL INSURANCE	(\$2,351.00)
	CONTINGENCY - (CM Construction - GMP)	(\$9,414.00)
	CM P & P BONDS	(\$2,196.00)
	CMR FEE	(\$3,607.00)
	<b>TOTAL COST MANAGEMENT SAVINGS:</b>	<b>(\$559,006)</b>

**ATTACHMENTS:**

#	Budget Code	Description	Amount
1	001.05-500.S Construction.Miscellaneous Metals.Subcontractor	Misc. Metals	\$(39,000.00)
2	001.08-400.S Construction.Alum. Windows/Metal Panel Sys.Subcontractor	Aluminum Windows & Metal Panel	\$(47,400.00)
3	001.09-200.S Construction.Gypsum Drywall.Subcontractor	Drywall	\$2,400.00
4	001.09-500.S Construction.Acoustical Ceilings.Subcontractor	Acoustical Ceilings	\$(137,880.00)
5	001.09-900.S Construction.Painting & Wall Coverings.Subcontractor	Painting	\$(7,350.00)
6	001.09-600.S Construction.Flooring.Subcontractor	Flooring	\$(30,586.00)
7	001.14-200.S Construction.Conveying Equipment.Subcontractor	Elevator	\$(150,000.00)
8	001.21-100.S Construction.Fire Supression.Subcontractor	Fire Suppression	\$(300.00)
9	001.23-100.S Construction.HVAC.Subcontractor	HVAC	\$(31,500.00)
10	001.26-100.S Construction.Electrical & Security System.Subcontractor	Electrical	\$(2,700.00)
11	001.01-300.S Construction.Electrical Enabling (MWBE).Subcontractor	PH 1 Electrical Enabling	\$(22,177.09)
12	001.01-400.S Construction.Site Logistics Enabling (SBE).Subcontractor	PH 1 Site Logistics & Enabling	\$(34,400.00)
13	001.60-010.M Construction.Pre-Purchase Switchgear-Allow.Material (Procure)	Pre Purchase Switchgear Allowance	\$(22,405.00)
14	001.60-020.M Construction.Materials Testing & Inspection.Material (Procure)	PH 1 Material Testing Allowance	\$(4,640.00)
15	001.60-050.M Construction.Gas Meter Location Change.Material (Procure)	PH 1 Gas Meter Relocation Allowance	\$(10,000.00)
16	001.60-503.M Construction.General Insurance.Material (Procure)	Insurance	\$(2,329.00)
17	001.60-504.M Construction.CM P&P Bonds.Material (Procure)	P&P Bond	\$(2,173.00)

#	Budget Code	Description	Amount
18	001.70-001.M Construction.Contingency.Material (Procore)	Contingency	\$(9,300.00)
19	001.90-001.M Construction.CM Fee.Material (Procore)	CM Fee	\$(3,570.00)
20	001.06-100.S Construction.General Trades.Subcontractor	General Trades	\$116,068.00
21	001.90-010.M Construction.Accepted Value Management.Material (Procore)	Value Management	\$495,884.00
<b>Grand Total:</b>			<b>\$56,641.91</b>

**Antinozzi Associates**  
271 Fairfield Ave.  
Bridgeport, Connecticut 06604

**Town of Killingly**  
172 Main Street  
Killingly, Connecticut 06239

**Downes Construction Company**  
200 Stanley St  
New Britain, Connecticut 06051

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE



**A.3.1.7 - VALUE MANAGEMENT LOG**

KILLINGLY MEMORIAL SCHOOL

EXHIBIT A1 - GMP - ATTACHMENT #08

2/6/2023

Item #	Description	Pricing Status	Subcontractor	Sub Price	Subtotal	Status Code	Initial Value	Accepted	Pending	Rejected
1	Delete priming of structural steel at concealed locations	A	Gen Welding	(\$39,000.00)	(\$41,184)	1	(\$41,184)	(\$41,184)		
2	Grooved in lieu of welded pipe (2.5" and above)	A	P&D Mech	(\$28,500.00)	(\$30,096)	1	(\$30,096)	(\$30,096)		
Alt #10	Multiple trades - delete cloud ceiling detail in media center	A	Various	(\$113,250)	(\$119,592)	1	(\$119,592)	(\$119,592)		
5	HM in lieu of Alum @ fire rated locations (firewall), interior only	A	Accurate	(\$66,000)	(\$69,696)	1	(\$69,696)	(\$69,696)		
6	Change type A ceiling tiles from Calla to Ultima Vector (NRC reduced to 75)	A	Central Conn Acoustics	(\$14,800)	(\$15,629)	1	(\$15,629)	(\$15,629)		
7	Conventional ceiling grid in lieu of superfine ceiling grid at all specified locations	A	Central Conn Acoustics	(\$10,080)	(\$10,644)	1	(\$10,644)	(\$10,644)		
8	Change Rickett quartz tile to Upfloor tile	A	Higgins	(\$9,650)	(\$10,190)	1	(\$10,190)	(\$10,190)		
9	Change floor grills to different mfg.	A	Higgins	(\$18,939)	(\$20,000)	1	(\$20,000)	(\$20,000)		
10	Epoxy paint in lieu of resinous flooring	A	Mackenzie	(\$4,337)	(\$4,580)	1	(\$4,580)	(\$4,580)		
11	Delete workstation (system is web-based/accessible from anywhere)	A	P&D Mech	(\$3,000)	(\$3,168)	1	(\$3,168)	(\$3,168)		
12	Laminated in lieu of security glazing at addition (matches standard at existing building)	A	Accurate	\$35,000	\$35,000	1	\$35,000	\$35,000		
13	Phase 1 allowance credit, Eversource gas meter location	A	DCC	(\$10,000)	(\$10,000)	1	(\$10,000)	(\$10,000)		
14	Phase 1 allowance credit for pre-purchase switchgear	A	DCC	(\$22,405)	(\$22,405)	1	(\$22,405)	(\$22,405)		
15	Phase 1 allowance credit for materials testing & inspection	A	DCC	(\$3,500)	(\$3,500)	1	(\$3,500)	(\$3,500)		
16	Phase 1 sub allowance credit back snow removal / winter conditions	A	Mather	(\$7,500)	(\$7,500)	1	(\$7,500)	(\$7,500)		
17	Phase 1 sub allowance credit back utility fees	A	Net Services	(\$10,000)	(\$10,000)	1	(\$10,000)	(\$10,000)		
18	Scope review adjustment following scope review w/Dicin Electric	A	Dicin	(\$2,700)	(\$2,700)	1	(\$2,700)	(\$2,700)		
26	Remove handicap lift from Elevator bid package	A	Kone	(\$150,000.00)	(\$150,000.00)	1	(\$150,000)	(\$150,000)		
<b>SUB TOTAL COST MANAGEMENT SAVINGS:</b>				(\$478,661.00)	(\$495,883.94)	(\$17,222.94)		(\$495,884)	\$0	\$0

**VALUE MANAGEMENT LOG NO. 02**  
KILLINGLY MEMORIAL SCHOOL



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2306.304

2/27/2023

Item #	Description	Pricing Status	Subcontractor	Sub Price	Subtotal	Status Code	Initial Value	Accepted	Pending	Rejected	Comment
12B	Laminated in lieu of security glazing at addition (matches standard at existing building)	A	Accurate	(\$16,400.00)	\$ (16,400.00)	1	(\$16,400)	(\$16,400.00)			
15B	Phase 1 allowance credit for materials testing & inspection	A	DCC	(\$1,140.00)	\$ (1,140.00)	1	(\$1,140)	(\$1,140.00)			
16B	Phase 1 sub allowance credit back Site Grounds Maintenance	A	Mather	(\$14,600.00)	\$ (14,600.00)	1	(\$14,600)	(\$14,600.00)			
16C	Phase 1 sub allowance credit back Fence Maintenance	A	Mather	(\$12,300.00)	\$ (12,300.00)	1	(\$12,300)	(\$12,300.00)			
17B	Phase 1 sub allowance credit back utility fees	A	Net Services	(\$7,091.22)	\$ (7,091.22)	1	(\$7,091)	(\$7,091.22)			
17C	Phase 1 sub allowance credit back Additional Temp Light & Power	A	Net Services	(\$5,085.87)	\$ (5,085.87)	1	(\$5,086)	(\$5,085.87)			
19	Change LVT to a different mfg. (No Change/ Spec'd Mfg. to Reduce Price)	A	Higgins	(\$2,809)	\$ (2,809)	1	(\$2,809)	(\$2,809.00)			Basis of design to match VM price
	SUB TOTAL COST MANAGEMENT SAVINGS:			(\$59,277.09)	\$ (59,426.09)			(\$59,426.09)		\$0	
	TOTAL COST MANAGEMENT SAVINGS:			(\$59,426.09)	(\$59,426.09)			(\$59,426.09)		\$0	



# Document A133® – 2019 Exhibit A

## Guaranteed Maximum Price Amendment

### GMP AMENDMENT NO. 03

This Amendment dated the 10th day of February in the year 2023, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 10th day of February in the year 2023 (the "Agreement")

*(In words, indicate day, month, and year.)*

for the following **PROJECT:**

*(Name and address or location)*

Killingly Memorial School  
Renovation/Addition Project  
339 Main Street  
Danielson, CT 06239  
State Project No. 069-0069 RNV

#### **THE OWNER:**

*(Name, legal status, and address)*

Town of Killingly  
172 Main Street  
Killingly CT 06239

#### **THE CONSTRUCTION MANAGER:**

*(Name, legal status, and address)*

Downes Construction Company, LLC  
200 Stanley Street  
New Britain, CT 06051

### TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

#### **ARTICLE A.1 GUARANTEED MAXIMUM PRICE**

##### **§ A.1.1 Guaranteed Maximum Price**

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract

#### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed THIRTY MILLION THIRTY SIX THOUSAND SEVEN HUNDRED EIGHTY ONE DOLLARS AND ZERO CENTS (\$ 30,036,781.00), subject to additions and deductions by Change Order as provided in the Contract Documents.  
(Current Breakdown: \$1,319,005 Base Agreement Without Pre-con / Procurement Services + \$4,083,324.59 Amendment #1 + \$24,569,156.41 Amendment #2 + \$65,295 = Total GMP value as of this Amendment is \$30,036,781.00).

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.  
(Provide itemized statement below or reference an attachment.)

See Attachment 01 Guaranteed Maximum Price

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 **Alternates**

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
See Attachment 02 Alternates (issued with GMP Amendment 2)	

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.  
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
See Attachment 02 Alternates (issued with GMP Amendment 2)		

§ A.1.1.6 **Unit prices, if any:**

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

**ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- ☒ The date of execution of this Amendment.
- ☐ Established as follows:  
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☐ Not later than ( ) calendar days from the date of commencement of the Work.

☒ By the following date: See Attachment #03 Schedule (issued with GMP Amendment 2)

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
See Attachment #03 Schedule (issued with GMP Amendment 2)	8/29/2024

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Attachment #1	GMP Summary	2/13/23	2
Attachment #2	Alternates	2/06/23	5
Attachment #3	Construction Schedule	2/06/23	19
Attachment #4	Specifications	2/06/23	4
Attachment #5	Drawing List	2/06/23	3
Attachment #6	Allowances	2/06/23	1
Attachment #7	Assumptions/Clarifications	2/13/23	2
Attachment #8	Other Docs (VM Log)	2/06/23	2

§ A.3.1.2 The following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

See Attachment #04 Specifications (issued with GMP Amendment 2)

Section	Title	Date	Pages
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§ A.3.1.3 The following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

See Attachment 05 Drawing List (issued with GMP Amendment 2)

Number	Title	Date
--------	-------	------

**§ A.3.1.4** The Sustainability Plan, if any:

*(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)*

Title	Date	Pages
CT High Performance Building Standards are applicable to this project, see also Attachment #7 for qualifications.		

Other identifying information:

**§ A.3.1.5** Allowances, if any, included in the Guaranteed Maximum Price:

*(Identify each allowance.)*

Item	Price
See Attachment #06 Allowances (issued with GMP Amendment 2)	

**§ A.3.1.6** Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:

*(Identify each assumption and clarification.)*

See Attachment #07 Assumptions & Clarifications

**§ A.3.1.7** The Guaranteed Maximum Price is based upon the following other documents and information:

*(List any other documents or information here, or refer to an exhibit attached to this Amendment.)*

Attachment #08 Other Documents & Information (Value Management Summary issued with GMP Amendment 2)

**ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

**§ A.4.1** The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

*(List name, discipline, address, and other information.)*

N/A

This Amendment to the Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**CONSTRUCTION MANAGER** *(Signature)*

\_\_\_\_\_  
Thomas Romagnoli – Vice President of Operations  
*(Printed name and title)*

Init.

# Additions and Deletions Report for AIA® Document A133® – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:41:11 ET on 02/13/2023.

## PAGE 1

### GMP AMENDMENT NO. 03

This Amendment dated the 10th day of February in the year 2023, is incorporated into the accompanying AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 10th day of February in the year 2023 (the "Agreement")

...

Killingly Memorial School  
Renovation/Addition Project  
339 Main Street  
Danielson, CT 06239  
State Project No. 069-0069 RNV

...

Town of Killingly  
172 Main Street  
Killingly CT 06239

...

Downes Construction Company, LLC  
200 Stanley Street  
New Britain, CT 06051  
**PAGE 2**

**§ A.1.1.1** The Contract Sum is guaranteed by the Construction Manager not to exceed (~~\$—~~), THIRTY MILLION THIRTY SIX THOUSAND SEVEN HUNDRED EIGHTY ONE DOLLARS AND ZERO CENTS (\$30,036,781.00), subject to additions and deductions by Change Order as provided in the Contract Documents. (Current Breakdown: \$1,319,005 Base Agreement Without Pre-con / Procurement Services + \$4,083,324.59 Amendment #1 + \$24,569,156.41 Amendment #2 + \$65,295 = Total GMP value as of this Amendment is \$30,036,781.00).

...

See Attachment 01 Guaranteed Maximum Price

...

See Attachment 02 Alternates  
(issued with GMP Amendment 2)

...

See Attachment 02 Alternates  
(issued with GMP Amendment 2)

...

N/A

...

[ X ] The date of execution of this Amendment.

PAGE 3

[ X ] By the following date: See Attachment #03 Schedule (issued with GMP Amendment 2)

...

See Attachment #03 Schedule 8/29/2024  
(issued with GMP Amendment 2)

...

<u>Attachment #1</u>	<u>GMP Summary</u>	<u>2/13/23</u>	<u>2</u>
<u>Attachment #2</u>	<u>Alternates</u>	<u>2/06/23</u>	<u>5</u>
<u>Attachment #3</u>	<u>Construction Schedule</u>	<u>2/06/23</u>	<u>19</u>
<u>Attachment #4</u>	<u>Specifications</u>	<u>2/06/23</u>	<u>4</u>
<u>Attachment #5</u>	<u>Drawing List</u>	<u>2/06/23</u>	<u>3</u>
<u>Attachment #6</u>	<u>Allowances</u>	<u>2/06/23</u>	<u>1</u>
<u>Attachment #7</u>	<u>Assumptions/Clarifications</u>	<u>2/13/23</u>	<u>2</u>
<u>Attachment #8</u>	<u>Other Docs (VM Log)</u>	<u>2/06/23</u>	<u>2</u>

...

See Attachment #04 Specifications (issued with GMP Amendment 2)

...

See Attachment 05 Drawing List (issued with GMP Amendment 2)

PAGE 4

CT High Performance Building Standards are  
applicable to this project, see also Attachment #7 for  
qualifications.

...

See Attachment #06 Allowances  
(issued with GMP Amendment 2)

...

See Attachment #07 Assumptions & Clarifications



...

Attachment #08 Other Documents & Information (Value Management Summary issued with GMP Amendment 2)

...

N/A

...

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Thomas Romagnoli – Vice President of Operations

## ***Certification of Document's Authenticity***

***AIA® Document D401™ – 2003***

I, \_\_\_\_\_, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:41:11 ET on 02/13/2023 under Order No. 2114358661 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*

AMENDMENT #3.0 / ATTACHMENT #01

**A.1.1.2 - GUARANTEED MAXIMUM PRICE**

KILLINGLY MEMORIAL SCHOOL

STATE PROJECT NO.: 069-0069-RNV

EXHIBIT A1 - GMP - ATTACHMENT #01

02/13/23



Provided below is an Itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.

NUMBER	DESCRIPTION	CONTRACTOR	CURRENT CONTRACT Dated 10/19/2021	GMP This Amendment #1.0 Total w/ Alternates	Amendment #2.0	Amendment #3.0	Total Value as of this Amendment (GMP)
015000	PHASE 1 / INVITATION TO BID 1 TRADE PACKAGES						
1.2.1	PROJECT REQUIREMENTS	Downes		\$ 249,196			\$ 249,196
1.7.1	DEMOLITION & HAZMAT	AAIS		\$ 1,888,775			\$ 1,888,775
1.7.1	ROOFING SYSTEM	Young Developers		\$ 758,093.77			\$ 758,093.77
1.26.1	ELECTRICAL ENABLING (MWBE)	Net Services		\$ 101,500			\$ 101,500
1.31.1	SITE LOGISTICS ENABLING (SBE)	Mather Corporation		\$ 579,000			\$ 579,000
015000	PHASE 2 / INVITATION TO BID 2 TRADE PACKAGES						
2.3.1	PROJECT REQUIREMENTS	Downes			\$ 913,000		\$ 913,000
2.4.1	CONCRETE	Marguarite			\$ 1,074,000		\$ 1,074,000
2.5.1	MASONRY	Dexter			\$ 707,000		\$ 707,000
2.5.1	STRUCTURAL STEEL	General Welding			\$ 1,109,000		\$ 1,109,000
2.5.2	MISC. METALS	General Welding			\$ 161,600		\$ 161,600
2.6.1	GENERAL TRADES & CARPENTRY	Allowance			\$ 950,932		\$ 950,932
2.6.2	ARCHITECTURAL WOODWORK (FURNISH & INSTALL)	Nova			\$ 587,600		\$ 587,600
2.7.1	FIRESTOPPING	New Haven Firestop			\$ 117,500		\$ 117,500
2.8.1	GLASS / GLAZING	Accurate			\$ 852,600		\$ 852,600
2.9.1	DRYWALL	Acoustics			\$ 984,900		\$ 984,900
2.9.2	TILING (SBE)	Spectrum			\$ 49,333		\$ 49,333
2.9.3	ACOUSTICAL CEILINGS (SBE)	Central Conn Acoustics			\$ 436,000		\$ 436,000
2.9.5	FLOORING	Higgins			\$ 946,695		\$ 946,695
2.9.6	PAINTING & WALL COVERING (M/WBE)	Mackenzie			\$ 256,985		\$ 256,985
2.11.1	FOOD SERVICE EQUIPMENT	Kittredge			\$ 420,692		\$ 420,692
2.14.1	ELEVATOR	Kone			\$ 298,200		\$ 298,200
2.21.1	FIRE SUPPRESSION	Blackwater			\$ 390,000		\$ 390,000
2.22.1	PLUMBING SYSTEM	MJ Daly			\$ 1,356,000		\$ 1,356,000
2.23.1	HVAC SYSTEM	P&D			\$ 5,963,840		\$ 5,963,840
2.26.1	ELECTRICAL SYSTEM	Dicin			\$ 2,239,995		\$ 2,239,995
2.27.1	COMMUNICATIONS SYTEM (M/WBE)	Net Services			\$ 430,000		\$ 430,000
2.28.1	FIRE ALARM SYSTEM (M/WBE)	Net Services			\$ 2,698,000		\$ 2,698,000
2.31.1	SITEWORK	Mather Corporation			\$ 167,958		\$ 167,958
2.32.1	LANDSCAPING	Heritage					
ALLOW	PH1. - PRE-PURCHASE SWITCHGEAR DUE TO LEAD TIME			\$ 110,000			\$ 110,000
ALLOW	PH1. - MATERIALS TESTING & INSPECTIONS FOR PHASE 1			\$ 5,000			\$ 5,000
ALLOW	PH1. - OFF HOURS SUPERVISION			\$ -			\$ -
ALLOW	PH1. - PROTECT/RELOCATE IRRIGATION SYSTEM IN FIELD			\$ 7,500			\$ 7,500
ALLOW	PH1. - EVERSOURCE GAS METER LOCATION CHANGE			\$ 10,000			\$ 10,000
ALLOW	PH2. - SELECTIVE DEMO CHANGES						
ALLOW	PH2. - MATERIALS TESTING & INSPECTION				\$ 25,000.00		\$ 25,000
ALLOW	PH2. - UTILITY CONSUMPTION				By Owner		By Owner
ALLOW	PH2. - ROOFING CHANGES				\$ 15,000.00		\$ 15,000
ALLOW	PH2. - T&D POLLUTED SOILS				\$ 150,000.00		\$ 150,000



**AMENDMENT #3.0 / ATTACHMENT #07**

**A.3.1.6 - ASSUMPTIONS AND CLARIFICATIONS**

**DOWNES CONSTRUCTION COMPANY  
CONSTRUCTION MANAGER**

**KILLINGLY MEMORIAL SCHOOL**

**EXHIBIT A1 - GMP - ATTACHMENT #07**

**02/13/23**

**Assumptions, if any, on which the Guaranteed Maximum Price is based:**

**ASSUMPTIONS/QUALIFICATIONS**

- 1 The GMP value is contingent upon our ability to execute contracts with the recommended Trade Contractors and CHRO approval, listed in A.1.1.2 - GUARANTEED MAXIMUM PRICE. In the event of withdrawal of a bid by a trade contractor listed in A.1.1.2 - GUARANTEED MAXIMUM PRICE an adjustment to the GMP value will be required to accommodate the next lowest responsible bidder.
- 2 General Notes & Key Notes on the Drawings are superseded by these assumptions & qualifications.
- 3 Not used.
- 4 It is assumed that the supports and structures specified are suitable and compatible for all systems and components.
- 5 A six day work week is limited to envelope trades at the new addition only. All other work outside of envelope trades at the new addition will follow a normal, 5 day Monday - Friday work week, 8 hours per day and no overtime is included.
- 6 Retainage will be held on Subcontractor trade contract line items and shall not be held on the Construction Manager items, ie Insurance, Bond, General Conditions, CM Fee, etc.. CM Self Performance Trade line items will also have retainage withheld.
- 7 Warranties shall begin on the date of Substantial Completion that
- 8 Allowance relocations within the GMP may be permitted. Any additional funding that is required for allowances will be from the Owner's contingency. Any remaining funds within allowances at project conclusion will be credited to the Owner.
- 9 Where there is a conflict with Division 1 and the Downes Project Manual and Supplemental Instructions, the Downes Project Manual & Supplemental Instructions shall prevail.
- 10 All permanent & temporary energy and fuel utility consumption fees and metering (electric, water, propane, gas, etc.) will be paid by Owner.
- 11 Working Hours are 7:00am to 3:30pm Monday through Friday only. The Construction Manager assumes they will be able to perform off-hours work as they deem necessary without hindrance by using project requirements within the GMP.
- 12 The Construction Manager assumes they will be able to perform allowance work as they deem necessary without hindrance. Proper notification will be provided to the project team prior to start of work for any allowance and accounting of allowance expenditures on a monthly basis.
- 13 If the Construction Manager is delayed by supply chain shortages, significant price increases for materials, tariffs, unusual delay in deliveries or other causes related to the COVID-19 Pandemic, the Construction manager shall be entitled to an equitable adjustment in contract time and sum.
- 14 Project Schedule and Cost is subject to adjustment based on approvals from the Town, State, Utility and all Authorities Having Jurisdiction.
- 15 It is assumed the existing structure has been evaluated by the EOR to support and / or attach new construction. No additional engineering analysis of the existing structure has been included in the GMP.
- 16 The existing buildings systems may be used for and to support temporary power, domestic water, heating and cooling at no cost to the Construction Manager.
- 17 Any MEP, Structural, or Architectural conflicts with the existing structure due to unforeseen conditions will be funded from the
- 18 It is assumed all design documents have been coordinated with the Town's Standards and requirements.  
  
It is assumed that conventional support methods of mechanical components is suitable for the existing structure.
- 19 The Owner is responsible to remove, relocate and/or reinstall all loose furnishings from the interior and exterior of the buildings in coordination with the Construction Manager's schedule. The Construction Manager will endeavor to provide advanced notice and coordinate directly with the appropriate personnel on timing.
- 20 Salvaging of items are per the Contract Documents only.
- 21 Coordination of the Division 26, 27 and 28 Design & Engineering Responsibilities is assumed to be completed by the Design Team. Conflicts, errors or omissions in the design leaving a system non-functional or incomplete shall be funded from the owners contingency.
- 22 Project Management software will be Procore. GC Pay will be used for Applications for Payment.
- 23 Certified payrolls will be accepted by the Town electronically.
- 24 Payment applications will be accepted electronically with one Construction Manager original. All backup will be scanned copies.
- 25 AESS steel requirements are assumed for exposed portions of steel members only.
- 26 It assumed that IAQ testing will be performed and monitored by the owner's consultant during construction.
- 27 As the reconciliation of all value management items takes place, all credits and / or additional funding above and beyond all accepted VM items included with this GMP will be funded from owner's contingency. As the reconciliation of all allowances (GMP / Trade Contractors) takes place, all credits and/or additional funding that is required will be funded from owner's contingency. Reallocation of all allowances within the GMP will be permitted.
- 28 Our insurance coverage is based on shared limits for both professional & pollution liability.
- 29 The cleaning of the roof will consist of a blower and sweep of the roof, no scrubbing or washing of the roofing system is included. Lighter color PVC or EPDM roofs if specified will result in staining that cannot be removed.
- 30 CT High Performance Building Standards (HPBS) are specified, and required by State statute and it is expected that the Architect of record or their consultant will be responsible to manage the tracking of points in support of the goals set-forth in the sustainability specifications and/or matrix. The Construction Manager will ensure that the submittal process complies with Sustainable Design Specifications in support of meeting goals only. The Construction Manager will assist the HPBS oversight consultant during all phases. The Construction Manager will collect/compile data throughout the project for submission per the HPBS.
- 31 Handling, transportation and disposal of unsuitable, contaminated or polluted soils are being handled out of the allowance within the GMP. Any of the work associated with unsuitable, contaminated or polluted soils in excess of the allowance should be
- 32 Due to material cost escalation, any alternate prices listed as TBD are subject to change.
- 33 Phases established in the construction schedule may change.
- 34 Misc. metal or supplementary steel is limited to locations shown on contract document. Any other misc. metal or supplementary which may be required shall be considered a change order out of owner's contingency.

- 35 Concrete housekeeping pads are included as shown on the structural drawings. No additional allowances or quantities are included.
- 36 If petroleum, hazardous, unsuitable or other impacted soil is encountered on site above and beyond the amount allowed carried in an allowance totaling \$150,000, the owner will provide compensation for the excavation, loading, and disposal accordingly and the testing will be performed by others.
- 37 As it relates to any surplus soils leaving the site, all characterization sampling for off-site disposal will be by others.
- 38 Where existing glue-up ACT needs to be removed and patched, we will make every effort to match, but can not guarantee an exact match due to the existing tile being a discontinued product.
- 39 Connection fees for sitework is limited to \$350 for sewer / water. Any other connection fees which may be required by town will be out of owner's contingency.
- 40 Seismic monitoring for ground improvement is included for a 1 week duration.
- 41 Any pre-installation and post installation survey of existing building related to ground improvement installation (RAPS) shall be paid for by owner.
- 42 Excavation for ground improvements is included to subgrades specified; any other excavation required due to contaminated soil remediation should be considered a cost allocated towards GMP allowance. Any excavation in excess of allowance will be compensated from owners contingency.
- 43 Allowance for new water heaters is based on our ability to approve a mfg. substitution with the design team. Should approval not be granted and another alternative is presented will be considered a change out of owner's contingency if there's a cost impact. Conversely, any savings will be returned to the owner.
- 44 Core samples of existing floor slabs for chemical analysis are limited to main corridors.
- 45 Spray fireproofing is assumed for columns and beams from col line G and south col line G. Steel will be left bare (no primer). All other steel will receive standard shop primer.
- 46 The extent of mockups being provided is limited to a stand alone mockup in accordance with drawing A-701; all other mockup are assumed to be in place mockup that become part of finished work.
- 47 There is no funding available or identified within the GMP for any off-site location for 4th grade students currently at Killingly Community Center.
- 48 The General Trades bid package has been carried in the GMP as an allowance. Depending on final bid outcome could be in excess of GMP allowance in which case a change order will be submitted and taken out of owner's contingency.
- 49 The Killingly Memorial School Project (KMS) shall not be held responsible for any delays due to scheduling issues associated with the Killingly Community Center Project (KCC).
- 50 Manual roller shades have been carried at new addition only based on WT-1 & WT-2 designations shown.
- 51 GMP amendment 3 has been submitted for the sole purpose of acknowledging pre-construction & procurement services as part of the total GMP value. All other exhibits previously issued within amendment #2 shall remain unchanged and therefore not included within this GMP amendment 3.

#### EXCLUSIONS

- 1 Winter conditions are excluded for all building envelope trades.
- 2 Sheathing on the roof parapet is noted by roofer within phase 1 documents.
- 3 FF&E or owner furnished items called to be installed by the contractor, GC or CM in the documents that are not clearly indicated on the drawings are excluded.
- 4 Not used
- 5 Project specific pollution policy on a claims made basis with 7 year extended reporting period is excluded.
- 6 Work stoppage and its potential effect on contract time and cost due to neighbor/community disagreements or disputes not caused by the Construction Manager are excluded.
- 7 Materials Testing and Inspection and Special Inspection services are excluded (by owner)
- 8 RFI Questions/Answers not included in Addenda are excluded.
- 9 Resource loaded and/or man-loaded schedules are excluded.
- 10 Builders Risk is excluded. It is assumed the Town will provide a Builders Risk policy and is recommended to do so.
- 11 Existing concrete slab remediation if determined to be required after flooring removal.
- 12 Professional photography services are excluded. Photos by Superintendent.
- 13 Legal council fees associated with review of town resolution, and any associated revisions necessary for GMP approval.
- 14 Connecticut Sales and Use Tax excluded.
- 15 Professional services for High Performance or LEED management are excluded.
- 16 Full time security / watchmen not included.
- 17 Expediting of any and all materials is excluded.
- 18 Site grounds maintenance of all areas outside the construction fence line are excluded. This includes but may not be limited to lawn mowing and snow plowing of City/Town Sidewalks, Streets & Parking Lots.
- 19 Moving services and storage requirements to accommodate phased construction are excluded. All furniture, loose items and technology items will be relocated and re-installed as required by others. The Construction Manager will endeavor to provide advanced notice and coordinate directly with the appropriate personnel on timing.
- 20 Rock removal is excluded.
- 21 Builder's risk insurance is excluded (by owner).
- 22 If existing vent and water piping needs to be relocated to coordinate with new install is not included.
- 23 Mold remediation is excluded.
- 24 Flagmen are included for large deliveries only; Police escorts are excluded.
- 25 DEEP permitting is excluded. We assume site acreage is under threshold for DEEP permitting requirements.
- 26 Chasing of existing walls to recess MEP's is not included.
- 27 Building is seismic category B, seismic is not included.
- 28 No mechanical screen shown or included.
- 29 M3 particleboard is excluded. M2 particle board is included where M3 particle board is specified.
- 30 Seismic curbs are excluded.
- 31 FF&E management is excluded.

## **AGENDA ITEM COVER SHEET**

**ITEM 4(b): WESTFIELD AVENUE/COMMUNITY CENTER RENOVATION PROJECT**

**PREPARED BY:** Mary Bromm, CD Administrator

**ARCHITECT/ENGINEER:** Antinozzi Associates

**CONSTRUCTION MANAGER:** Downes Construction

### **ITEM SUMMARY:**

The Architect, Construction Manager and Environmental Engineer will be at your meeting to provide a presentation regarding evaluation and testing completed to date on the building. A presentation of exterior brick will be presented with options and cost estimates. The Commission will choose how to proceed with exterior work.

### **ACTION REQUESTED AT THE MARCH 1, 2023 MEETING:**

Receive presentation.

If appropriate, choose an exterior building material

If appropriate, authorize the architect and construction manager to finalize documents and proceed with exterior envelope bidding

### **SUPPORTING DOCUMENTS:**

None