

(5) TB, Lisa, Barb, Micaela,
Bill, Cindy, Rick, Public

Lisa Potswald

From: Lisa Potswald
Sent: Friday, March 27, 2020 9:24 AM
To: glennncarlson453@gmail.com; jmpjip@yahoo.com; jcarlsonelectric@gmail.com; xchief@cheqnet.net; Sue Brenna (susanbrenna01@gmail.com)
Cc: Micaela Montagne
Subject: Information for Special Town Board Meeting on Monday, March 30 at 5:30 p.m.
Attachments: Town of La Pointe Fully Executed MB Contract .pdf; La Pointe Chage of Sevices No. 1.pdf

PLEASE DO NOT RESPOND TO ALL COPIED ON THIS EMAIL TO AVOID HOLDING AN UNPOSTED MEETING

Hi, All.

You have a meeting scheduled on Monday at 5:30 to consider change order #1 (attached) from Wendel regarding the additional work they must do as a result of the changes to the original floor plan. Glenn asked questions about the contract, so I sent the following email to Robert:

"The Town Board is holding a special meeting on Monday 3/30/20 at 5:30 to consider change order #1. Town Board members had questions on the construction management fee – is it based on what the bids come in at, and is the reduced percentage still in effect?"

Lisa"

This is Robert's response:

"Lisa,

I will do my best to answer the question below as Mark is pretty tied up today. The fee on the Change or Services letter were for Pre-Construction Services for the Construction Management Team. A better explanation of what those services are in detail is in the attached CM Contract, but below is snippet of what is involved.

Pre-Construction Services - Essentially this is for Tim, Mark, Administration Staff, etc. to complete the following (I am sure Mark has more):

- 1. Revise the Division 0 and 1 Specifications accordingly in the Documents and to ensure the scopes of work are defined.*
- 2. Negotiate with Nelson Construction to remove some scope of their original bid in a construction bulletin and change order.*
- 3. Complete an detailed estimate of the revised plans to be presented to the board before going out to bid again.*
- 4. Hold and Attend a Pre-Bid meeting and assist in the opening of bids.*
- 5. Round up interest in the project and contact all bidders to get them on board again.*
- 6. Review the low bid on each of the bid packages and evaluate each low bid for recommendations.*
- 7. Assist the Town to ensure all contracts are completed.*

Again, all of this work above will be completed as quickly and efficiently as possible on a T&M basis not to exceed the amount indicated.

After bids are completed and we have an understanding of the total Cost of the Work, the CM fee for the Construction Phase of the project will be adjusted per the 3% of the Cost of the Work as indicated in the contract also.

Hope this clarifies everything and let us know if you need anything else.

Thanks!
Robert W Krzyzanowski
Director of Emergency Services"

From Mark:

Robbie - your outline is spot on, I will add a little color re the jst of what tim and I need to do to re-estimate, re-bid the project and re-negotiate arnie's contract for the reduced scope:

- prepare an updated, detailed cost estimate on the new design using the revised drawings.
- issue the new design to general, hvac, plumbing, fire protection and electrical contractors for bid, - conduct pre bid mtg at site and issue any addendum
- open bids at town hall, tabulate them, meet with 2 lowest contractors for each trade to confirm bids
- make recommendations to town at special board meeting, prepare contracts for construction
- For nelson, we need to negotiate a revision for the reduced site work to his contract.

If you recall all of these activities were performed for the original bid and the subsequent bid we did for the previous design

Any fee we don't use will be given back to the Town

Mark"

Copies of this email and the attachments will be in your boxes today. Please let me know if you have questions.

Regards,

Lisa Potswald
Town Administrator
Town of La Pointe
PO Box 270 – 240 Big Bay Road
La Pointe, WI 54850
715-747-6914
administrator@townoflapointewi.gov



March 23, 2020

Lisa Potswald
Town Administrator
Town of La Pointe
PO Box 270 – 240 Big Bay Road
La Pointe, WI 54850

**Subject: Change of Services No. 1 – Revisions to Previously Approved Plans
Town of La Pointe Fire Station, Wendel No. 433101**

Background:

Over the course of the last few weeks, the Town of La Pointe Fire Station Building Committee met and requested a number of changes to the previously bid Fire Station construction documents to reduce scope and cost. As discussed, these changes have additional design and construction fee implications in order to revise the documents and release them for bidding. This modified scope affected all disciplines of design, including Site/Civil, Structural, Architectural, Mechanical, Fire Protection, Plumbing, Electrical, as well as our CM Pre-Construction Services.

During the re-design of the floor plan, we took care into saving as much of the original design as possible to ensure those costs were not lost. For the redesign phase, Wendel is proposing to provide all the services listed below on a Time and Materials basis with a Not-to-Exceed cost, returning all unused fees. It is our intent to work as efficiently as possible over the course of the next few weeks to revise the bidding documents and to keep your costs at a minimum.

It is also worth mentioning that our firm has accumulated close to \$16,000 of labor while working with the Town of La Pointe over the last few months to determine the best way to move forward on the project. In a good faith effort to the Town of La Pointe, we have omitted that cost from the total fees below, helping anyway we can to get this building completed for you.

After bids are accepted and approved by the Town, we will then move forward with our Construction Administration and Construction Management services as per contracted in the original agreement on a lump sum basis based on a percentage of the Cost of Work.

Scope of Work:

Site/Civil Redesign (Sub-Consultant NCE) - (\$2,220)

1. Provide revised Site/Civil plan and based on a reduced footprint drawing from Wendel.
2. Incorporate Value Engineering items as a Construction Bulletin.

Structural Redesign (Sub-Consultant NCE) - (\$4,560)

1. Provide revised Structural plans.
2. Incorporate Value Engineering items as a Construction Bulletin.



Architectural Redesign (Wendel) - (\$18,720)

1. Provide revised Architectural plans and specifications per the revised plan.
2. Coordinate all disciplines as required.
3. Meet with the building committee via Zoom over the course of the next few weeks to finalize the bidding documents.
4. Attend Pre-Bid Meeting.

Mechanical Redesign (Wendel) - (\$20,500)

1. Provide revised Mechanical and Plumbing plans and specifications per the revised plan.
2. Provide revised Fire Protection drawings and bid as an alternate bid to the project.

Electrical Redesign (Wendel) - (\$10,000)

1. Provide revised Electrical plans and specifications per the revised plan.

CM Preconstruction Services (Wendel) - (\$20,000)

1. Prepare an Opinion of Probable Cost Estimate at the approximately 50% re-design completion stage.
2. Solicit the involvement of local specialty contractors in bidding/re-bidding this project.
3. Assemble and publically issue General, Mechanical, Electrical and Fire Protection bid packages for competitive bid.
4. Attend pre-bid meeting/site walk-thru and issue meeting minutes, also if required virtually via Zoom.
5. Receive RFI's and facilitate issuing addendum.
6. Attend bid-opening and tabulate bids.
7. De-scope/interview 2 lowest bids from each bid package and make recommendation of award to Owner
8. Attend a conference call with Town Board to review bid recommendations and determine selected contractors for each bid package.
9. Issue Notice of Award to, Prepare construction contracts direct with Owner and issue Notice to Proceed to selected contractors.

Schedule Implications:

Given approval of this Change Order No. 1 on the 24th of March, our teams will complete the revisions to the documents with the intent to release for bid on April 17, 2020. With bids being accepted the week of May 11th.

Fee Implications

Wendel proposes to complete the design and coordination of all disciplines listed above on a Time and Materials basis with a Not-to-Exceed fee of \$56,000.00

Wendel Proposes to perform the CM Preconstruction Services on a Time and Materials basis with a Not-to-Exceed fee of \$20,000.00

Please sign and return this agreement as soon as approved and we look forward to hearing back from you and getting started.

Town of La Pointe Fire Station
Change of Services No. 1 - Revisions to Previously Approved Plans
March 23, 2020



Respectfully Submitted,

WENDEL

A handwritten signature in black ink, appearing to read "Robert Krzyzanowski".

Robert Krzyzanowski
Project Manager

ACCEPTANCE / AUTHORIZATION:

Accepted this _____ day of _____, 20__

Print Name: _____

Signature: _____

Title: _____

AIA Document G802™ – 2017

Amendment to the Professional Services Agreement

PROJECT: (name and address)
Town of La Pointe Fire Station
P.O. Box 270
240 Big Bay Road
La Pointe, WI 54850

AGREEMENT INFORMATION:
Date: April 22, 2019

AMENDMENT INFORMATION:
Amendment Number: 1
Date: June 11, 2019

OWNER: (name and address)
Town of La Pointe
P.O. Box 270
240 Big Bay Road
La Pointe, WI 54850

ARCHITECT: (name and address)
Wendel Architecture, P.C.
300 Wisconsin Street, Suite 202
Eau Claire, WI 54703

The Owner and Architect amend the Agreement as follows:

Construction Management as Advisor Scope of Services.

ARTICLE 1 GENERAL

§ 1.1 A Construction Manager as Advisor (hereinafter "Construction Manager") will be assigned to provide Construction Management services. Wendel Architecture, P.C. will sub-contract with our construction firm, Wendel Construction, Inc. aka Wendel Mister Builder, Inc., to provide Construction Management services.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the Construction Management services as set forth in this Amendment.

§ 2.2 The Construction Manager's services shall be performed consistent with the skill and care ordinarily provided by Construction Managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

§ 2.3 Except with the Owner's knowledge and consent, the Construction Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Construction Manager's judgment with respect to this Project.

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

Construction Manager Basic Services consist of those described in Sections 3.2 and 3.3 and include usual and customary construction coordination and scheduling, constructability review, cost estimating, and allocation of construction activities among the Multiple Prime Contractors.

§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

§ 3.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Master Project design, procurement and construction Schedule, (3) Master Project Budget based on cost estimates prepared by the Architect and

Owner provided costs, (4) recommendations for Project delivery method, and (5) Contractors' scope of Work outlines, if multiple Contractors or fast-track construction will be used. The Construction Manager shall periodically update the Construction Management Plan over the course of the Project.

§ 3.2.4 Based on preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work for review by the Architect and Owner. If the Architect suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems and may also provide its own suggestions.

§ 3.2.5 The Construction Manager shall expeditiously review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect on constructability, alternative designs or materials, sequencing for phased construction, time requirements for procurement, and potential Value Engineering considerations for cost reductions.

§ 3.2.6 The Construction Manager shall prepare and periodically update the Project schedule included in the Construction Management Plan for the Owner's review and acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that could affect the Project's timely completion.

§ 3.2.7 As the Architect progresses with the preparation of the Design Development and Construction Documents, the Construction Manager shall prepare, at the completion of the Design Development and Construction Document Phases, estimates of the Cost of the Work of increasing detail and refinement. The estimates shall include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in the estimates of the Cost of the Work. The Construction Manager shall advise the Owner and Architect if it appears that the Cost of the Work may exceed the Owner's budget and make recommendations for corrective action.

§ 3.2.8 The Construction Manager shall prepare and periodically update the Project Budget based on cost estimates prepared by the Construction Manager and Owner provided costs for the Owner's review and acceptance.

§ 3.2.9 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.10 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

§ 3.2.11 The Construction Manager shall provide recommendations to the Owner on the division of the Project into Multiple Prime Contracts for the construction of various categories of Work, including the method to be used for bidding, selecting and awarding Contracts. If Multiple Prime Contracts are to be awarded, the Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 3.2.12 The Construction Manager shall assist the Owner in selecting, retaining and coordinating the professional services of special inspections and testing laboratories required for the Project.

§ 3.2.13 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and for quasi governmental authorities for inclusion in the Contract Documents.

§ 3.2.14 Following the Owner's approval of the Drawings and Specifications for Bid, the Construction Manager updates the Master Project Budget and Schedule for the Owner's review and approval.

§ 3.2.15 The Construction Manager shall submit a list of prospective bidders for the Owner's review and approval.

§ 3.2.16 The Construction Manager shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager, with the assistance of the Architect, shall publically issue bidding documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of bidding documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

§ 3.2.17 The Construction Manager shall receive bids, de-scope/interview the two (2) lowest bids from each Multiple Prime Contract, prepare bid analyses and make recommendations to the Owner for the Owner's award of Contracts or rejection of bids.

§ 3.2.18 The Construction Manager shall assist the Owner in preparing Construction Contracts direct with the Owner and advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Multiple Prime Contractors.

§ 3.2.19 The Construction Manager shall assist the Owner in obtaining the building permits and utility service connections/upgrades, except for permits required to be obtained directly by the various Multiple Prime Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

§ 3.3 Construction Phase Administration of the Construction Contract

§ 3.3.1 Subject to Section 4.2.2, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the Initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.3.2 The Construction Manager shall provide a staffing plan to include the following maximum involvement:

- a) One Part-time (24 hours/week), On-site Representative
- b) One part-time (4 hours/week), Project Manager
- c) One part-time (4 hours/week), Project Administrative Assistant

§ 3.3.3 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A201 - 2017, General Conditions of the Contract for Construction.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Multiple Prime Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Multiple Prime Contractors in accordance with the latest approved Project schedule and the Contract Documents.

§ 3.3.5 Utilizing the construction schedules provided by the Multiple Prime Contractors, the Construction Manager shall update and maintain the Master Project schedule, incorporating the activities of the Owner, Architect, and Multiple Prime Contractors on the Project, including activity sequences and durations, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered well in advance of construction. The Master Project schedule shall, if necessary, include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and release the Master Project schedule as required to show current conditions. If an update indicates that the previously approved Master Project schedule may not be met, the Construction Manager shall recommend corrective action, if any, to the Owner and Architect.

§ 3.3.6 The Construction Manager shall schedule and conduct meetings on-site to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Multiple Prime Contractors.

§ 3.3.7 Utilizing information from the Multiple Prime Contractors, the Construction Manager shall schedule and coordinate the sequence of construction and assignment of space in areas where the Multiple Prime Contractors are performing Work, in accordance with the Contract Documents and the latest approved Master Project schedule.

§ 3.3.8 The Construction Manager shall coordinate tests and special inspections required by the Contract Documents or governmental authorities, and arrange for the delivery of test and special inspection reports to the Owner and Architect.

§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Multiple Prime Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

§ 3.3.10 The Construction Manager shall update and maintain the Master Project Budget for cost control, including (1) the budget for the Cost of the Work as defined in Section 6.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs, using a fully-transparent, open-book format where all unused project funds are returned to the Owner at project completion.

§ 3.3.11 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.11.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Multiple Prime Contractors for progress and final payments.

§ 3.3.11.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

- 1 Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect and Owner for review and processing.
- 2 Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor, (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment, (3) prepare a Project Application and Certificate for Payment, (4) certify the total amount the Construction Manager determines is due all Multiple Prime Contractors collectively, and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect and Owner for review and processing.

§ 3.3.11.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 3.3.11.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences for the Contractor's own Work, or procedures; (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.3.12 The Construction Manager shall review the safety programs developed by each of the Multiple Prime Contractors solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations to the Owner for any safety programs not included in the Work of the Multiple Prime Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractor, Multiple Prime Contractors, Subcontractors, agents or employees of the Contractors or Multiple Prime Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 3.3.13 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute the acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.18.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§ 3.3.14 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or Multiple Prime Contractors, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 3.3.15 The Construction Manager shall transmit to the Architect requests for interpretations and requests for information of the meaning and intent of the Drawings and Specifications with its written recommendation, and assist in the resolution of questions that may arise.

§ 3.3.16 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if they are accepted, prepare Change Orders and Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

§ 3.3.17 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.2.1.10.

§ 3.3.18 The Construction Manager, when on site, shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 3.3.18.1 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

- 1 Work completed for the period;
- 2 Project Schedule status;
- 3 Submittal schedule and status report, including a summary of remaining and outstanding Submittals;
- 4 Request for information, Change Order, and Construction Change Directive status reports;
- 5 Tests and inspection reports;
- 6 Status report of nonconforming and rejected Work;
- 7 Daily logs (if requested);
- 8 Summary of all Multiple Prime Contractors' Applications for Payment;
- 9 Project Budget Status to date including the Multiple Prime Contractor Costs, Architect, Consultant and Construction Manager's compensation, Owner Costs and reimbursable expenses at the job site, if any;
- 10 Any other items as agreed to between the Construction Manager and the Owner.

§ 3.3.19 Utilizing the documents provided by the Contractor, the Construction Manager shall maintain at the site one copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record all changes and selections made during construction, and in addition, approved Shop Drawings, Product Data, Samples and similar required submittals. The Construction Manager shall make all such documents available to the Architect and the Owner, and upon completion of the Project, shall deliver them to the Owner.

§3.3.20 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§3.3.21 With the Architect and the Owner's maintenance personnel, the Construction Manager shall observe the Contractor's or Multiple Prime Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§3.3.22 When the Construction Manager considers each Contractor's Work or a designated portion thereof is substantially complete, the Construction Manager, with the assistance of the Architect, shall prepare a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§3.3.23 When the Work or designated portion thereof is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractor. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall evaluate the completion of the Work of the Contractor or Multiple Prime Contractors and make recommendations to the Architect when Work is ready for final inspection. The Construction Manager shall assist the Architect in conducting final inspections.

§3.3.24 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractor or Multiple Prime Contractors: (1) certificates of insurance received from the Contractor or Multiple Prime Contractors; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractor under the Contract Documents, including warranties and similar submittals.

§3.3.25 The Construction Manager shall deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment or final Application for Payment and final Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§3.3.26 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, Architect, Contractor and Multiple Prime Contractors. Consent shall not be unreasonably withheld.

§3.3.27 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager, as an additional service, shall conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Additional Services only if specifically designated in the table below as the Construction Manager's responsibility and authorized in writing by the Owner as additional services, and the Owner shall compensate the Construction Manager.

Additional Services:

Responsibility:

Location of Service Description:

	(Construction Manager, Owner or Not Provided)	(Section 4.2 below or in an exhibit attached to this document and identified below)
§4.1.1 Measured drawings	Not Provided	
§4.1.2 Architectural interior design (B252™-2007)	Architect	
§4.1.3 Tenant-related services	Not Provided	
§4.1.4 Commissioning (B211™-2007)	Not Provided	
§4.1.5 LEED® certification (B214™-2007)	Not Provided	
§4.1.6 Furniture, furnishings, and equipment design (B253™-2007)	Not Provided	
§4.1.7 Items not specifically identified in the Scope of Construction Manager's Basic Services	Not Provided	

§4.2 Additional Services may be provided after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4 shall entitle the Construction Manager to compensation.

§4.2.1 Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Construction Manager shall not proceed to provide the following services until the Construction Manager receives the Owner's written authorization:

1. Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, scope, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
2. Services necessitated by the enactment or revision of codes, laws or regulations or official interpretations after the date of this Agreement;
3. Preparation of documentation for alternate bid or proposal requests proposed by the Owner;
4. Preparation for, and attendance at, a public presentation, meeting or hearing;
5. Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;
6. Providing consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work;
7. Assistance to the Initial Decision Maker, if other than the Architect; or
8. Service as the Initial Decision Maker.
9. Services required beyond the assumed three (3) month preconstruction and eight (8) month construction durations.
10. Services in evaluating Claims submitted by a Contractor or others in connection with the Work when the Architect is serving as the Initial Decision maker.
11. Services required in an emergency to coordinate the activities of a Contractor or Multiple Prime Contractors in the event of risk of personal injury or serious property damage.

§ 4.2.2 If the services covered by this Agreement have not been completed within «Twelve » (« 12 ») months of the date of award of the initial contract for construction, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

Not Used

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

Compensation Adjustment:

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(38BADA58)

Construction Manager as Advisor Services:

Item	Fee	Fee Type
Pre-Construction Phase	\$33,000.00	T & E Estimate
Construction Manager's Fee	3.0% of the Cost of the Work	Lump Sum

Monthly Construction Labor and Expenses Rate (if more than/less than 8 months):

Item	Fee	Fee Type
Construction Labor	+\$14,375.00	Monthly T & E Estimate
Reimbursable Expenses (On-Site Rep. Lodging, Travel, Meals, etc.)	+\$2,500.00.00	Monthly T & E Estimate

Hourly Rates:

On-Site Representative	\$110/Hour
Project Manager	\$110/Hour
Administrative	\$55/Hour

Fee Notes:

1) The professional scope and fees outlined in this Amendment are based on a total Cost of Work that is yet to be determined. Should the scope of the construction work change or the preconstruction and construction phase maximum durations noted below be extended for any reason, an additional services request outlining the scope of additional professional services and associated fees will be prepared and submitted to the Owner for review and approval prior to the start of any such additional services.

2) Reimbursable expenses are not part of the fees noted above and include out-of-pocket expenses directly related to this project, such as travel costs, printing costs, postage, etc. and will be billed as such at cost.

3) Should the Construction Manager be required to perform additional services beyond those outlined above, we shall be compensated on an hourly or fixed sum basis for a mutually agreed scope of services.

4) Our fee and schedule proposal is valid for 45 days. If we do not receive a signed notice to proceed before that date, we respectfully reserve the right to re-evaluate our proposal.

5) Time and Expense (T&E) Estimated and Allowance budgets may require fee adjustments, up or down, depending on the actual level of effort required and/or requested. All unused fees will be returned to the Owner at project completion.

Schedule Adjustment:

Work on this project will begin within five (5) days of written notice to proceed, and will be completed in the following approximate time frames:

Preconstruction Phase	3 Months Maximum
Construction Phase	8 Months Maximum

SIGNATURES:

Wendal Architecture, P.C.
ARCHITECT (Firm name)

Town of La Pointe
OWNER (Firm name)

Daniel J. Hurley

SIGNATURE

DANIEL J. HURLEY, CEO

PRINTED NAME AND TITLE

6/20/19

DATE

James Patterson

SIGNATURE

JAMES PATTERSON, TOWN CHAIRMAN

PRINTED NAME AND TITLE

6/14/19

DATE

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