CALEB DUSTIN HUNKING MIDDLE SCHOOL – Haverhill, MA

School Building Committee Meeting

Tuesday, July 21, 2015 | School Department Conference Room, City Hall | 8:30 AM

Agenda

1. Approval of Meeting Minutes – June 16, 2015 SBC Meeting
2. Construction Update
3. Invoice Approval – June 2015
    - Joslin, Lesser + Associates Invoice
    - JCJ Architecture Invoice
    - Shawmut Design and Construction Invoice
    - Verizon
4. SBC Approval – Shawmut Design & Construction GMP Amendment
5. Public Comment
6. Other Business
7. Upcoming Meetings/Activities
    - SBC Meeting – City Hall, School Department Conference Room, 8:30 a.m.
        - Proposed – August 11, 2015

JOSLIN LESSER
Project Management

JOSLIN, LESSER + ASSOCIATES, INC.

44 Pleasant Street
Watertown, MA 02472
T 617 744 3110
F 617 924 3800
www.joslinlesser.com

Caleb Dustin Hunking School – Haverhill, MA	Meeting Minutes

School Building Committee (SBC)	Date:	June 16, 2015
	Location:	Haverhill City Hall, School Department Conference Room
	Time:	8:30 AM

Attendees:

Name	Assoc.	Present	Name	Assoc.	Present
School Building Committee (Voting):			*Joslin Lesser + Assocs.(JLA)*		
Mayor James J. Fiorentini	SBC	Y	Bill Cunniff	JLA	Y
Superintendent James F. Scully	SBC	Y	Jeffery Luxenberg	JLA	Y
Francis Bevilacqua	SBC	N	Adam Sniegocki	JLA	Y
Susan Danehy	SBC	Y			
Jonathan Goldfield	SBC	Y	JCJ Architecture (JCJ)		
Orlando Pacheco	SBC	Y	James LaPosta	JCJ	N
Michael Peugh	SBC	Y	Doug Roberts	JCJ	Y
Robert Scatamacchia	SBC	Y	Dan Ruiz	JCJ	N
Gail Sullivan	SBC	Y	Jim Hoagland	JCJ	N
Ernest DiBurro	SBC	Y	Katy Lillich	JCJ	Y
Andrew Vanni	SBC	Y			
			Shawmut Design & Construction		
School Building Committee (Non-Voting):			Muharem Mahmutovic	SDC	N
Thomas Geary	SBC	N	John Hartshorn	SDC	N
Principal Jared Fulgoni	SBC	N	Bob Joubert	SDC	Y
			Tim Hurdelbrink	SDC	Y
			Sam Hanna	SDC	Y
Haverhill Public Schools (HPS)			*Public:*		
Beverly Woodhouse	HPS	Y	Colin LePage	City Council	Y
Beverly Cassano	HPS	N			
Julie Kukenberger	HPS	N			
Brandy Bercier	HPS	N			

JOSLIN LESSER
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Mayor Fiorentini called the meeting to order at 8:30 a.m.

1. Approval of Meeting Minutes from May 12, 2015 SBC Meeting:

   MOTION: made and, seconded to approve the May 12, 2015 SBC meeting minutes; the motion was approved unanimously.

2. Construction Documents and Schedule Update

   William Cunniff from Joslin Lesser + Associates (JLA) summarized the progress made since the May 12, 2015 SBC meeting, stating that the remainder of the site had been cleared, and that concrete foundations were proceeding. The project was reported to be on schedule; construction progress photos were included in the monthly report that was forwarded to all SBC members.

   There was discussion concerning the unforeseen, underground conduit that crosses the proposed bus exit drive at South Main St and services the fire station. The conduit does not show on any existing conditions plan, and its' location presents an impasse to current earthwork operations in this immediate area. A meeting is to be scheduled among the OPM, Designer, CM & Utility companies, the intent being to resolve the service relocations as quickly as practical, with as little impact to schedule as possible. Once conduits are relocated, the bus exit work can proceed. This issue should not affect the main building construction schedule; JLA will update the SBC at the next meeting. Placement of concrete is proceeding well, and the project remains on schedule for the July 6th delivery of structural steel.

   There are also additional geotechnical services needed for on-site soils monitoring, which is being presented for approval by the board. It is anticipated that this work is eligible for MSBA reimbursement.

   Bids for the 15 project trade bids were received on June 2, 2015. Overall, competition was good among the MEP trades, and the total values of the trade bids and non-trade bids are under the project budget. Currently, Shawmut and Joslin Lesser are finalizing the GMP contract amendment. Negotiations will continue with several trades that were over the published estimated price, for which two or fewer responsive bids were received. The low waterproofing trade bidder withdrew due to a math error; the current budget summary includes the 2nd low waterproofing bid value.

3. Invoice Approval

   MOTION: made, seconded and approved unanimously, to authorize the following payments for construction services rendered for the month of May 2015:

   - Invoice # 26 for OPM Construction Document services performed in May 2015 for the amount of $42,500.00 by Joslin Lesser + Associates
   - Invoice # 12 for A/E Designer Services for Bidding Services performed for May 2015 in the amount of $37,500.00 by JCJ Architecture.
   - Invoice # 1 for CM Construction Services for Construction Services in May 2015 for the amount of $795,800.14 by Shawmut Design and Construction.

- Invoice # 637868 for Printing Services performed in the month of May 2015 for the amount of $2,727.04 by BFS Business Printing.
- Invoice # 637468 for Printing Services performed in the month of May 2015 for the amount of $2,239.19 by BFS Business Printing.
- Invoice # 637632 for Printing Services performed in the month of May 2015 for the amount of $485.01 by BFS Business Printing.
- Invoice # 637899 for Printing Services performed in the month of May 2015 for the amount of $812.75 by BFS Business Printing.

The Committee voted unanimously to authorize payment of all invoices for services performed in the month of May 2015 totaling $882,064.13.

During invoice review, a request from a committee member was made, noting that in addition to the SDC release of lien document, lien releases should be required from all subcontractors included in the monthly requisition.

4. JCJ Amendment #10 Approval

MOTION: made, seconded and approved unanimously, to authorize an Architecture contract amendment for additional Geotechnical On-Site Soils Monitoring.

5. GMP Amendment Approval

JLA presented the GMP Budget Summary spreadsheet for SBC review and comment. The OPM and CM are currently working on the final GMP contract amendment, as final trade and non-trade subcontractor negotiations continue. The completed GMP Amendment document will be provided next week for review; formal approval will occur at the July 21, 2015 SBC meeting. The OPM requested an interim approval of a "Not to Exceed" (NTE) budget cap, so that the CM can award subcontracts, in order to keep project on schedule. The CM also endorsed the NTE recommendation, noting an approval at today's meeting would allow them to begin releasing subcontractors with long lead time equipment. The OPM further stated that the interim approval relieves some pressure in hastening the amendment document, thereby ensuring that the final document will be accurate and inclusive of all the necessary budget and contract information. The "Not to Exceed" cap was confirmed to be $49,372,076.

MOTION: made, seconded and approved unanimously, to authorize a "Not to Exceed" GMP contract amount of $49,372,076.

6. Public Comment

- City Councilor Colin LePage commented on the Maintenance Building budget line item of $ 300,000, noting that the original line item value was zero. The Haverhill School Superintendent explained the situation, stating that while the maintenance building has always been intended for the project and is necessary for efficient building operations, only minor infrastructure had been included in previous designs, due to project budget estimates tracking closely to the maximum MSBA approved construction budget. With subcontractor pricing now nearly complete, and with projections showing the project to

be under budget, the full cost of the proposed building was re-introduced to the project budget.

7. Other Business

- A local neighborhood SBC member listened to a complaint from a neighbor, that construction trucks were using local roads early in the morning. The CM informed the SBC that they had spoken to the site contractor immediately after the incident occurred, and that this situation will not happen again. Furthermore, the side street entrances to the school property have been closed, thereby eliminating all further side street traffic through the site.

8. Upcoming Meetings and Activates

MOTION made, seconded and approved unanimously for next School Building Committee meeting to be on July 21, 2015.

MOTION made, seconded and approved unanimously to adjourn the meeting.

Prepared by: Adam Sniegocki, Joslin, Lesser + Associates
-End of Minutes-

JOSLIN, LESSER + ASSOCIATES, INC.

44 Pleasant Street
Watertown, MA 02472
T 617 744 3110
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MEMORANDUM

To: Brandy Bercier, City of Haverhill

From: William G. Cunniff - Joslin, Lesser + Associates, Inc.

Date: July 21, 2015

Re: June 2015 Invoices: Caleb Dustin Hunking School

Cc: James F. Scully; Jeffery Luxenberg; Adam Sniegocki

Enclosed for approval and processing, please find the following invoices:

COMMITMENTS			
ProPay Code	**Budget Category**	**Description of Services**	**Contract Value $**
Various	Construction	Shawmut Design & Construction (SDC) Amendment No. 2 – GMP Amendment	$ 37,256,894.00
	TOTAL:		**$37,256,894.00**

INVOICES (Payments)					
ProPay Code	**Vendor**	**Invoice #**	**Budget Category**	**Description of Services**	**Invoice**
0102-0700	JLA	27	OPM- Construction Administration	OPM Construction Administration Services – June 2015	$ 47,500.00
0201-0700	JCJ	13	A/E – Construction Administration	A/E Construction Administration – June 2015	$ 117,660.00
0502-0001	SDC	2	CM Construction	CM Construction Services June 2015	$ 1,394,315.00
0601-0000	Verizon	4A0BK8N (1)	Utility Company Fees	Utility Pole Engineering Design – June 2015	$ 500.00
0601-0000	Verizon	4A0BK8N (2)	Utility Company Fees	Utility Pole Upgrade – June 2015	$9,098.34
0601-0000	National Grid	800133280	Utility Company Fees	Gas Line Installation – June 2015	$2,605.00
			TOTAL:		**$ 1,571,678.34**

The items listed above are consistent with the Total Project Budget and, to the best of our knowledge, are eligible for reimbursement from the Massachusetts School Building Authority. Joslin, Lesser + Associates recommends that these items be approved and paid. Note: The June 2015 Monthly Report, which includes the Total Project Budget, was electronically distributed to the MSBA on July 10 , 2015, and to the City of Haverhill on July 10, 2015. If you have any questions, please feel free to contact the Owner's Project Manager, Joslin, Lesser + Associates, Inc.

JOSLIN LESSER
Project Management

Joslin, Lesser + Associates, Inc.

INVOICE

44 Pleasant Street
Watertown, MA 02472

Phone 617-744-3110 Fax 617-924-3800

DATE	INVOICE #
7/1/2015	27

PERIOD
June 1-30, 2015

BILL TO:

Jane Johnson, Budget and Grants Analyst
City of Haverhill
4 Summer Street
Haverhill, MA 01830

PROJECT

Haverhill Caleb Dustin Hunking School

DESCRIPTION	AMOUNT
Construction Administration Phase Lump Sum Payment Propay Code 0102-0700	$ 47,500.00

Project-to-Date Summary

	Approved	Prior	This Invoice	Balance
ProPay Code 0001-0000 (FS/SD)	$ 150,000	$ 150,000	$ -	$ -
ProPay Code 0102-0400 (DD)	106,500	106,500	-	-
ProPay Code 0102-0500 (CD)	190,500	190,500	-	-
ProPay Code 0102-0600 (Bid)	85,000	85,000	-	-
ProPay Code 0102-0700 (CA)	1,008,000	-	47,500	960,500
ProPay Code 0102-0800 (Closeout)	80,000	-	-	80,000
TOTAL	$ 1,620,000	$ 532,000	$ 47,500	$ 1,040,500

TOTAL INVOICE	$ 47,500.00

Make all checks payable to Joslin, Lesser + Associates, Inc.

OK JLA 7/7/15

JOSLIN LESSER
Project Management

JCJARCHITECTURE

JCJ.COM
88 Prospect Street
Hartford CT 06103
T 860 247 9226
F 860 524 8057

invoice

June 30, 2015
Project No: B13020.01
Invoice No: 000000013

City of Haverhill
c/o Joslin, Lesser & Associates, Inc
44 Pleasant Street
Watertown, MA 02472

Project B13020.01 Caleb Dustin Hunking School
Professional Services from June 1, 2015 to June 30, 2015

Phase 00 General
Fee

Billing Phase	Fee	Percent Complete	Earned	Current Fee Billing
Preliminary Studies	150,000.00	100.00	150,000.00	0.00
Schematic Design	245,000.00	100.00	245,000.00	0.00
Amd #1 Geotechnical Investigation	15,334.00	100.00	15,334.00	0.00
Amd #2 Phase I Preliminary Site Asmt	5,280.00	100.00	5,280.00	0.00
Amd #2 Haz Bldg Materials Investigation	26,950.00	100.00	26,950.00	0.00
Amd #2 Updated Wetlands Survey	3,300.00	100.00	3,300.00	0.00
Amd #3 Traffic Engineering Svcs	16,500.00	100.00	16,500.00	0.00
Amd #4 LEED Registration	1,200.00	100.00	1,200.00	0.00
Amd # 5 Design Development	1,000,000.00	100.00	1,000,000.00	0.00
Amd # 5 Construction Documents	1,500,000.00	100.00	1,500,000.00	0.00
Amd #5 Bidding	150,000.00	100.00	150,000.00	37,500.00 ✓
Amd #5 Construction Administration	1,150,000.00	6.9704	80,160.00	80,160.00 ✓
Amd # 5 Completion	165,000.00	0.00	0.00	0.00
Amd #6 - Site Survey/Wetlands Deliniatio	24,970.00	0.00	0.00	0.00
Amd #7 - Phase II Environmental Cons	16,170.00	100.00	16,170.00	0.00
Amd #8 - Additional Geotech Borings	8,283.00	100.00	8,283.00	0.00
Amd #9 - Underground Storage Tank	5,665.00	0.00	0.00	0.00
Total Fee	4,483,652.00		3,218,177.00	117,660.00
		Previous Fee Billing	3,100,517.00	

Project	B13020.01	Caleb Dustin Hunking School	Invoice	000000013

Total Fee	117,660.00
Total this Phase	$117,660.00
Total this Invoice	$117,660.00

Outstanding Invoices

Number	Date	Balance
000000012	5/31/2015	37,500.00
Total		37,500.00

Total Now Due	$155,160.00

OK JM 7/7/15

SHAWMUT DESIGN AND CONSTRUCTION
APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO (Owner):	**City of Haverhill** **4 Summer Street** **Haverhill, MA 01830-5886**	PROJECT:	**Caleb Dustin Hunking Middle School** 480 South Main Street, Haverhill, MA 01835	APPLICATION: PERIOD FROM: PERIOD TO:	**2** **06/01/15** **06/30/15**	Distribution to: **OWNER** **ARCHITECT**
		SHAWMUT JOB:				
ATTENTION:	**Mr. William Cunniff** **Joslin, Lesser & Associates** **44 Pleasant Street** **Watertown, MA 02472**	CONTRACT FOR:	**CONSTRUCTION MANAGEMENT SERVICES**			

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS 0	DEDUCTIONS
TOTAL		0	
APPROVED THIS MONTH			
Number	Date Approved		
		0	
		0	
		0	
TOTALS		0	
Net change by Change Orders		0	

The undersigned Contractor certifies that to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the contract documents, Certificates for Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

CONSTRUCTION MANAGER:

By: _____ Date: 7/14/2015

Shawmut Design and Construction

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that the work has progressed to the point indicated; that to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents; and that the Contract is entitled to payment of the AMOUNT CERTIFIED

The present status of the account for this contract is as follows:

ORIGINAL CONTRACT	$12,287,876.00
NET CHANGE BY CHANGE ORDERS	$0.00
CONTRACT SUM TO DATE	$12,287,876.00
TOTAL COMPLETED & STORED TO DATE -	$2,305,384.36
RETAINAGE 5%	$115,269.22
TOTAL EARNED LESS RETAINAGE	$2,190,115.14
LESS PREVIOUS CERTIFICATES FOR PAYMENT	$795,800.14
CURRENT PAYMENT DUE	**$1,394,315.00**
BALANCE TO FINISH, INCLUDING RETAINAGE.....	**$10,097,760.86**

State of: Massachusetts County of: _____

Subscribed and sworn to before me this _____ day of July 2015

Notary Public: RHONDA S. WALKER-BROWN Notary Public COMMONWEALTH OF MASSACHUSETTS My Commission Expires May 9, 2019

My Commission expires: May 9, 2019

AMOUNT CERTIFIED .....

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT: JCJ Architecture

By: _____ Date: 7-15-15

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATE FOR PAYMENT - APRIL 1978 EDITION - AIA copyright 1978
THE AMERICAN INSTITUTE OF ARCHITECTS 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006

7/15/15

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT containing Contractor's signed Certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 2
APPLICATION DATE: 06/01/15
PERIOD TO: 06/30/15

A	B	C	F	G	I		J	K
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		TOTAL COMPLETED AND STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE 5%
			PREVIOUS APPLICATIONS	THIS PERIOD				
	Trade Division Work							
0502-0200	Existing Conditions	0			-	0%	0	-
0502-0300	Concrete	2,525,000		574,400	574,400	23%	1,950,600	28,720
0502-0400	Masonry	0			-	0%	0	-
0502-0500	Metals	3,485,000	122,000	3,000	125,000	4%	3,360,000	6,250
0502-0600	Wood, Plastics and Composites	0			-	0%	0	-
0502-0700	Thermal and Moisture Protection	0			-	0%	0	-
0502-0800	Openings	0			-	0%	0	-
0502-0900	Finishes	0			-	0%	0	-
0502-1000	Specialties	0			-	0%	0	-
0502-1100	Equipment	0			-	0%	0	-
0502-1200	Furnishings	0			-	0%	0	-
0502-1400	Conveying System	0			-	0%	0	-
0502-2100	Fire Supression	0			-	0%	0	-
0502-2200	Plumbing	0			-	0%	0	-
0502-2300	HVAC	0			-	0%	0	-
0502-2600	Electrical	0			-	0%	0	-
0502-3100	Earthwork	4,861,100	645,940	408,890	1,054,830	22%	3,806,270	52,742
0502-3200	Exterior Improvements	0			-	0%	0	-
	Subtotal - Trade Division Work	10,871,100	767,940	986,290	1,754,230	16%	9,116,870	87,712
	Project Requirements							
502-0100	Temporary Electric	17,500		14,443	14,443	83%	3,057	722
502-0100	Temporary Water	7,500			-	0%	7,500	-
	Subtotal - Project Requirements	25,000	0	14,443	14,443	58%	10,557	722

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT containing Contractor's signed Certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 2
APPLICATION DATE: 06/01/15
PERIOD TO: 06/30/15

A	B	C	F	G	I		J	K
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		TOTAL COMPLETED AND STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE
			PREVIOUS APPLICATIONS	THIS PERIOD				5%
	General Conditions							
502-0100	Lump Sum General Conditions	754,306	53,285	368,585	421,869.62	56%	332,436	21,093
	Insurance/Bond/Contingency							
502-0020	General Liability	101,101			-	0%	101,101	-
502-0020	Performance and Payment Bond	77,242		77,242	77,242	100%	0	3,862.10
502-0020	Builders Risk	35,875			-	0%	35,875	-
502-0020	CM Contingency	190,244			-	0%	190,244	-
	Subtotal - Insurance/Bond/Contingency	404,462	0	77,242	77,242	19%	327,220	3,862
	Fee							
502-0010	Fee	233,008	16,460	21,140	37,600	16%	195,408	1,880
	TOTALS	**12,287,876**	**837,684**	**1,467,700**	**2,305,384**	**19%**	**9,982,492**	**115,269**

CONTRACTOR'S PARTIAL LIEN RELEASE AND DISSOLUTION

TO: Owner - Joslin, Lesser & Associates
and each of their officers, partners, employees and agents and their respective successors, assigns and personal representatives.

FROM: Contractor - Shawmut Woodworking & Supply Co., Inc. d/b/a/ Shawmut Design & Construction and each of their officers, partners, employees and agents and their respective successors, assigns and personal representatives.

RE: **Caleb Dustin Hunking Middle School**

Project No **131411** Purchase Order No. _____ *(if applicable)*

APPLICATION FOR PAYMENT NO.: **2**

APPLICATION FOR PAYMENT PERIOD ENDING: **06/30/15**

The undersigned warrants, represents and guarantees (i) that the Amount Owed set forth below constitutes the entire value of all work performed and services rendered ("work" which term shall include without limitation labor, materials and equipment furnished and all other services which would entitle any person to any lien under Chapter 254 of the Massachusetts General Laws) in value of $1,000 or more by, through or under the undersigned with respect to the Project not heretofore paid for up to and including the period covered by the above Application for Payment (including without limitation all work related to disputed claims, if any, timely given to the Owner in writing in accordance with the Contract, the aggregate amount of which is set forth as Disputed Claims below and is described on Exhibit A attached), (ii) that all work covered by such Application has been incorporated into the Project and title thereto has passed to the Owner or, in the case of materials and equipment stored at the site or at some other location previously agreed to by the Owner, title will pass to the Owner upon receipt of the Amount Owed by the undersigned, in each case free and clear of all liens, claims (other than amounts owed), security, interests or encumbrances; and (iii) that no work covered by such Application will have been acquired subject to an agreement under which any interest therein or an encumbrance thereon is retained by the seller or any other person.

The undersigned intends that this instrument shall be a recordable notice within the meaning of G.L. c.254, s.10 partially dissolving any lien which the undersigned may now have or be entitled to have on account of work performed up to and including the period preceding that covered by the above Application for Payment, and the period covered by the above Application for Payment to the extent payment is received, except for the Disputed Claims amount, if any.

Executed as of this **14th** day of **July**, 2015

Amount Owed Contractor by Owner as of the end of the period covered by the above Application for Payment

$1,394,315.00

Name of Contractor:
Shawmut Woodworking & Supply Co., Inc.
d/b/a Shawmut Design & Construction

Duly Authorized

Senior Project Accountant
Title

Disputed Claims included within Amount Owed, if any

$0.00

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK. _____, 2015

Then personally appeared the above-named _____

and acknowledged the foregoing to be a free act and deed, before me

Notary Public
My Commission Expires

RHONDA SCHOONMAKER-BROWN
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
May 9, 2019

SUBCONTRACTOR'S/SUPPLIER'S *PARTIAL* WAIVER OF LIEN AND RELEASE

OWNER:	TBD
PROJECT:	MSBA - Haverhill Caleb Dustin Middle School
PROJECT ADDRESS:	4 Summer St. Room 104
COUNTY OF:	USA
STATE:	Massachusetts
SUBCONTRACTOR/SUPPLIER:	Les Constructions Beauce-Atlas Inc. (American)
Vendor ID:	BEA008
Shawmut Project No.	01-131411
Application for Payment No.	2
Period Ending:	06/30/2015
Amount Owed Subcontractor:	$2,850.00 *(should agree to AIA billing form line 8)*
Billed to Date Less Retainage	$118,750.00 *(should agree to AIA billing form line 6)*
Retainage:	$6,250.00 *(should agree to AIA billing form line 5)*
Disputed Claims:	0.00

The undersigned, for and in consideration of the payments made to it by **Shawmut Design and Construction**, or to a subcontractor, material man or supplier of the undersigned, for labor, services, materials, fixtures, apparatus and/or equipment furnished for the Project, warrants, represents and guarantees as follows:

1. Upon receipt of the above Amount Owed, the undersigned will have received payment in full, less only the above Retainage and Disputed Claims, if any, for all labor, services, materials, fixtures, apparatus, and/or equipment furnished in the construction of the Project through the above Application for Payment Period and except for receipt of the above Amount Owed, Retainage and Disputed Claims, there are no outstanding amounts due or to become due from **Shawmut Design and Construction** and/or its sureties in connection with the Project.

2. All labor, services, materials, fixtures, apparatus and/or equipment covered by the above Application for Payment has been incorporated into the Project and title has passed to the Owner or, in the case of materials, fixtures, apparatus and/or equipment stored at the site or at some other location previously agreed to by the Owner, title will pass to the Owner upon receipt of the above Amount Owed, free and clear of all liens, claims, security interests or encumbrances.

3. No labor, services, materials, fixtures, apparatus and/or equipment covered by the above Application for Payment, or any previous Application for Payment, has been acquired subject to an agreement under which any interest or encumbrance is retained by the seller or any other person.

4. All labor, services, materials, fixtures, apparatus and/or equipment, and all applicable taxes, fees and benefits, have been paid for in full through the Application for Payment Period.

5. The undersigned hereby waives, releases and dissolves any mechanics liens or rights of lien it has or may have on the Project including the real estate and the improvements thereon, on account of labor, services, materials, fixtures, apparatus and/or equipment furnished for the Project through the above Application for Payment Period, except for the above Retainage and Disputed Claims, and except for any portion of the above Amount Owed not received.

6. The undersigned hereby releases, remises and discharges, and shall defend, indemnify and hold harmless, the Owner and **Shawmut Design and Construction** and its sureties, from all claims, debts, demands, liabilities and damages it ever had, now has or ever may have, whether known or unknown, arising out of or relating in any way to the undersigned's subcontract and or furnishing labor, services, materials, fixtures, apparatus, and/or equipment in the construction of the Project through the above Application for Payment Period, except for the above Retainage and Disputed Claims, and except for any portion of the above Amount Owed not received.

Executed under seal this 8th day of July, 2015

Subcontractor/Supplier Signature: Alain Métivier

By: Alain MÂ©tivier

Title: Project manager

SUBCONTRACTOR'S/SUPPLIER'S *PARTIAL* WAIVER OF LIEN AND RELEASE

OWNER:	TBD
PROJECT:	MSBA - Haverhill Caleb Dustin Middle School
PROJECT ADDRESS:	4 Summer St. Room 104
COUNTY OF:	USA
STATE:	Massachusetts
SUBCONTRACTOR/SUPPLIER:	S & F Concrete Contractors Inc
Vendor ID:	SF01
Shawmut Project No:	01-131411
Application for Payment No:	1
Period Ending:	06/30/2015
Amount Owed Subcontractor:	$545,680.00 *(should agree to AIA billing form line 8)*
Billed to Date Less Retainage:	$545,680.00 *(should agree to AIA billing form line 6)*
Retainage:	$28,720.00 *(should agree to AIA billing form line 5)*
Disputed Claims:	0.00

The undersigned, for and in consideration of the payments made to it by **Shawmut Design and Construction**, or to a subcontractor, material man or supplier of the undersigned, for labor, services, materials, fixtures, apparatus and/or equipment furnished for the Project, warrants, represents and guarantees as follows:

1. Upon receipt of the above Amount Owed, the undersigned will have received payment in full, less only the above Retainage and Disputed Claims, if any, for all labor, services, materials, fixtures, apparatus, and/or equipment furnished in the construction of the Project through the above Application for Payment Period and except for receipt of the above Amount Owed, Retainage and Disputed Claims, there are no outstanding amounts due or to become due from **Shawmut Design and Construction** and/or its sureties in connection with the Project.

2. All labor, services, materials, fixtures, apparatus and/or equipment covered by the above Application for Payment has been incorporated into the Project and title has passed to the Owner or, in the case of materials, fixtures, apparatus and/or equipment stored at the site or at some other location previously agreed to by the Owner, title will pass to the Owner upon receipt of the above Amount Owed, free and clear of all liens, claims, security interests or encumbrances.

3. No labor, services, materials, fixtures, apparatus and/or equipment covered by the above Application for Payment, or any previous Application for Payment, has been acquired subject to an agreement under which any interest or encumbrance is retained by the seller or any other person.

4. All labor, services, materials, fixtures, apparatus and/or equipment, and all applicable taxes, fees and benefits, have been paid for in full through the Application for Payment Period.

5. The undersigned hereby waives, releases and dissolves any mechanics liens or rights of lien it has or may have on the Project including the real estate and the improvements thereon, on account of labor, services, materials, fixtures, apparatus and/or equipment furnished for the Project through the above Application for Payment Period, except for the above Retainage and Disputed Claims, and except for any portion of the above Amount Owed not received.

6. The undersigned hereby releases, remises and discharges, and shall defend, indemnify and hold harmless, the Owner and **Shawmut Design and Construction** and its sureties, from all claims, debts, demands, liabilities and damages it ever had, now has or ever may have, whether known or unknown, arising out of or relating in any way to the undersigned's subcontract and or furnishing labor, services, materials, fixtures, apparatus, and/or equipment in the construction of the Project through the above Application for Payment Period, except for the above Retainage and Disputed Claims, and except for any portion of the above Amount Owed not received.

Executed under seal this 7th day of July, 2015

Subcontractor/Supplier Signature: *Lou Rivera*

By: Lou Rivera

Title: Controller

900 Chelmsford St
Tower 2 Floor 1
Lowell, MA 01851

May 28, 2015

William Cunniff
Joslin Lesser Associates
44 Pleasant Street
Watertown, MA 02472

Re: 4A0BK8N

Dear Mr. Cunniff

There is a $500 Engineering Design charge, non-refundable, in connection with evaluating the scope of your request to replace pole 58 on So Main and place a new pole for the new school at 480 South Main Street, Haverhill, MA
The Engineering Design charge provides for the engineering effort necessary to accurately evaluate your request. In the event you choose to go forward with your request the $500 will be deducted from your total estimate.

Kindly remit your payment in check form made payable to VERIZON at this address:

Verizon Engineering
Attn: Robert Coulter
900 Chelmsford St
Tower 2, Floor 1
Lowell, MA 01851

If payment is not received within 60 days, your request will be cancelled.

Sincerely,

Susan Cook
Verizon Engineer
978 758-758-5269

OK JW 7/15/15

RECEIVED
JUN 0 1 2015
Joslin, Lesser + Associates, Inc.

verizon
385 Myles Standish Blvd
Taunton, MA 02780

July 7, 2015

To: William Cunniff
44 Pleasant Street
Watertown, MA 02472

Re: ***4A0BK8N***

Dear Mr. Cunniff,

This is in response to your request for Verizon to perform the following work: ***TO UPGRADE POLE 484-58 AND PLACE NEW PRIVATE PROPERTY POLE 484-58 AT 2 SOUTH MAIN STREET FOR NEW ELEMENTARY SCHOOL - Haverhill, MA***

We have estimated that the cost of this work effort will be	***$9,598.34***
Minus Engineering Design Charge	***$(-500.00)***
Balance due Verizon	***$9,098.34***

This is the amount of the advance payment that you will be required to make.

Upon job completion, you will be issued either: **(1)** a refund for any overpayment, or **(2)** an invoice, if the final actual costs exceed the advance payments received. Any unapplied portion of advance payments will be refunded to you within sixty (60) days of the final bill or cancellation of the job.

If you agree to these terms, please sign below and forward this signed letter agreement to:

Verizon
Attn: KAREN MEALEY
Engineering Department
385 Myles Standish Blvd
Taunton, MA 02780

OK WM DMA 7/15/15

If you are signing for a company or other entity, then by signing below, you warrant that you are authorized to bind the company or entity to the terms of this letter agreement.

Upon receipt of your signed agreement the documentation will be forwarded to our billing center, which will send detailed instructions for making the advance payment. Your work order will be released for scheduling with our Construction Department once the advance payment is received.

Verizon shall not be responsible to the extent its performance is delayed or prevented due to causes beyond its control, including but not limited to acts of God or the public enemy, terrorism, civil commotion, embargo, acts of government, any law, order, ordinance, regulation, or requirement of any government, fires, explosions, weather, quarantine, strikes, labor disputes, lockouts, and other causes beyond the reasonable control of Verizon.

Should you have any questions or concerns regarding these terms, please contact:
Susan Cook at (978)-758-5269 ***or at susan.cook@engineeringanddatasolutions.com***

Please be advised that the price estimate quoted above is only valid for sixty (60) days from the date of this letter. If this work request is cancelled after you have signed the agreement, you will be billed for any Engineering and Construction cost incurred after the date of signature that may include the cost to place and/or remove facilities.

If we do not receive this signed agreement and your full advance payment within this sixty (60) day period, we will assume that you do not want the work to be undertaken and the project will be **cancelled**.

Sincerely,

Susan Cook
Verizon Engineer

I agree to the terms of this agreement:

Accepted (Signature): _____

Print Name & Title:
Email address:
Company:
Billing Address:
Telephone #:
Date:

4A0BK8N
****When sending email regarding this project, please use this job # in the subject line of the email.***

nationalgrid

INVOICE
National Grid
Non-Utility Billing
300 Erie Blvd. West
Syracuse NY 13202
(315) 428-3110

Page:	1
Invoice No:	800133280
Invoice Date:	06/11/2015
Customer Number:	400013856
Payment Terms:	Net 30
Due Date:	07/11/2015
Sales Order #:	5330 / 600070176
Reference #:	0800133280

THOMAS GEARY
4 Summer Street
Room 104
Haverhill MA 01835-7427

Line	Description	Quantity UOM	Unit Amt	Net Amount
GAS LINE INSTALLATION @ 100 WINCHESTER ST HAVERHILL WO# 1047635				
If you have any questions about this invoice, please contact LINDA GADOUREY at (781) 907-2931				
10	Non Utility Billing Line Item	1.000 EA	2,605.00	$2,605.00
	Sub Total :			2,605.00
	Total Taxes :			0.00
	TOTAL AMOUNT DUE:			$2,605.00

Prices are subject to change after 90 days
Please be sure to remit your payment to the address provided on the remittance stub below. Do not send payments to the company representative who quoted you the value for the work to be performed.
For payments up to $5000, you can pay these charges with a Credit Card- Debit Card-ACH for a fee through Western Union Speedpay web site https://paynow7.speedpay.com/nationalgrid/index.asp

PLEASE DETACH AND RETURN THIS STUB IN THE ENVELOPE PROVIDED

Make checks payable to National Grid

Mail Payment to:

National Grid
P.O.Box 28226
New York, NY 10087-8226

Invoice No:	800133280
Invoice Date:	06/11/2015
Customer Number:	400013856
Due Date:	07/11/2015

AMOUNT DUE: $2,605.00

Enclosed: _____

OK DMS 7/15/15