

REPOSTED

**NEW SHOREHAM SCHOOL DEPARTMENT
SCHOOL BUILDING COMMITTEE MEETING**

Block Island School Media Center

Wednesday, January 11, 2023

9:00 a.m.

The New Shoreham School Building Committee will meet in person. The public is invited to attend. Face covering is optional and we appropriate social distancing while in the building.

SUPPLEMENTAL AGENDA

- 1) Call to Order – Roll Call
- 2) Approval of Minutes
- 3) Vote on Chair
- 4) Discuss/Vote on Peregrine Letter of Engagement Amendment #1
- 5) Discuss HVAC
- 6) Discuss Concurrent Educational and Construction Models
- 7) Discuss Additional Funding Considerations
- 8) Adjournment

The committee may choose to take a vote on any item listed under the agenda if needed. Some portions of this meeting may go into executive session in accordance with 42-46-4 and 5 of the Rhode Island General Laws, as amended.

Block Island School is a handicapped accessible facility. Those individuals requiring interpretive or hearing impaired services should contact the Block Island School via Relay Rhode Island at 1-800-745-5555 (TTY) at least 72 hours before the meeting date.

Reposted: 01/06/2023

Posted: 01/05/2023



ENGAGEMENT LETTER

July 19, 2022

Attn: Bob Gerardi
Superintendent
The Block Island School
15 High Street
New Shoreham, RI 02807

Re: The Block Island School
Project Management/Real Estate Advisory Services

Dear Bob:

Thank you for the opportunity to submit this proposal for advisory services for the Block Island School ("Owner") on capital, health and safety improvements in your facility located at 15 High Street. As a follow up to our discussion, we are providing the following proposal for your review that includes an overview of a two-phase approach to owner's project management services. The Phase I activities represent a +/- 60-90 day due diligence and planning required with Phase II to be determined once the overall project approach and schedule is established. While there is not a hard line between activities in the two phases, we wanted to illustrate the process from our perspective.

Activities:

Phase I – Due Diligence/Conceptual Planning (60 - 90 days)

- Conduct high level project scheduling activity and further refine with key team members including Owner, Design Team, and other stakeholders to map out major components, milestones and critical path including:
 - Design
 - RIDE Stage III submissions
 - Communications
 - Construction
 - Commissioning
 - Closeout
- Confirm and manage initial project budget information including:
 - Soft costs
 - Hard costs/construction
 - Owner costs
 - FF&E
- As required solicit and negotiate contracts with initial project professionals including but not limited to:
 - Architect/ Engineer (assumes current A/E will be retained)
 - Commissioning Agent
 - Testing
- Review of construction procurement options including Construction Manager ("CM") and General Contractor ("GC")

- Review, validation, and endorsement of third-party invoices.
- In coordination with Ownership and project team members, facilitate and manage initial reviews with RIDE-SBA as required.
- Coordination with Ownership leadership team on project communication approach with community members
- Participate in Building Committee meetings

*It is assumed that meetings will be a combination of remote/virtual and in-person as needed for leadership/committee discussion as required.

Phase II Services (detailed scope to be further developed during Phase I)

Third Parties

The process of evaluation and project execution may require the services of third-party project professionals, including, but not limited to, accountants, civil engineers, architects, attorneys, and construction firms. Peregrine works with many of the leading regional project professionals and proposes a rigorous selection process whereby mutually acceptable professionals are assigned to the team. This process is intended to identify individuals and companies with outstanding capability, capacity, and personality aligned with the project team. If required for this project, Peregrine will manage third party activities; however, all contracts and associated payment shall be directly with Ownership, with payment based on appropriate approvals from Ownership and Peregrine.

Any costs associated with third parties in connection with such activities shall be budgeted and reported on a monthly basis to Ownership.

Project Management Fee

Based on the information above, Peregrine proposes a Phase I fee of **\$10,000 per month**, beginning August 1, 2022. Upon conclusion of the Phase I period Peregrine and Owner will determine a mutually acceptable scope and fee for ongoing services.

Monthly Project Management Fee:	\$10,000.00
Recommended Reimbursable Allowance:	\$750.00

Payment is expected within 30 days of receipt of invoice.

Hourly Rates for activities outside of the outlined scope:

○ Principal/Project Executive:	\$195.00/hr.
○ Sr. Project Manager:	\$150.00/hr.
○ Project Manager:	\$125.00/hr.
○ Clerk of the Works:	\$105.00/hr.

Performance Satisfaction/Warranty of Work. The nature of the project management activities to be performed requires ongoing management of team members and process that produce deliverables. Owner has the right to audit, approve and accept Peregrine's progress at any stage in the process as required.

Deliverable Ownership. Non-proprietary deliverables produced and provided to Ownership by Peregrine during the course of its engagement shall become property of Ownership. Any third-party documentation, if any, utilized to support such deliverables, however, cannot be relied upon Ownership, unless specifically allowed or certified by such third party to Ownership.

Termination. This engagement may be terminated by the Owner at any time upon fourteen (14) days written notice to Peregrine, with no further obligation on behalf of either party. Any fees payable shall be prorated according to the date of termination notice. To the extent this occurs, Peregrine shall fully cooperate with Owner in transitioning any management activities and in the transfer of project information in its possession.

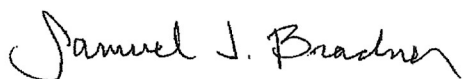
Warranty. Peregrine warrants that the services performed under this Agreement will be performed by qualified Personnel in a workmanlike manner consistent with the requirements of this Agreement. While on site at Owner's locations Peregrine agrees to comply with all policies and procedures.

Third Party and Miscellaneous Expenses. Any costs associated with third parties in connection with such activities shall be budgeted and reported on a monthly basis to Owner. Third party and miscellaneous project management expenses (i.e., reproductions, postage, third party vendors, travel, mileage, etc.) shall be reimbursed at cost plus 10%. Peregrine shall provide copies of invoiced third party and miscellaneous expenditures.

If the terms as stated above are acceptable to you, please indicate your acceptance by signing this letter and returning it to me. We look forward to your feedback concerning our proposal. Please do not hesitate to call me at 401.270.0600 with any questions or comments.

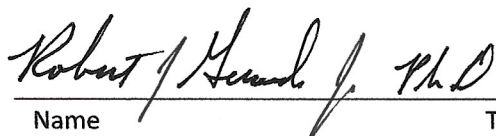
Very Truly Yours,

Peregrine Group LLC



Samuel J. Bradner
Principal

Accepted by:


Name

Title

7/27/2022
Date

Title

Date



ENGAGEMENT LETTER

January 3, 2022

Attn: Bob Gerardi
Superintendent
New Shoreham School District
15 High Street
New Shoreham, RI 02807

Re: The Block Island School
Project Management/Real Estate Advisory Services
Amendment #1 – Phase II/Phase III Services

Dear Bob:

Thank you for the opportunity to submit this amendment for continued project management and advisory services for the New Shoreham School District (“Owner”). We look forward to working with the entire team on the capital, health and safety improvements in your facility located at 15 High Street. With our Phase I project assessment and analysis complete, this amendment covers go-forward services for Phase II (design and bidding) and Phase III (construction) activities.

Activities:

Phase II

- As required further negotiate ongoing contracts with project professionals including but not limited to:
 - Site Design
 - Commissioning Agent
 - Building Envelope
 - Environmental
 - Move Manager
- Continued maintenance of project schedule with key team members including Owner, A/E, Contractor, and other stakeholders to map out major components, milestones and critical path including:
 - Design
 - Permitting approvals (Local, State)
 - Construction
 - Commissioning
 - FF&E/IT/Security
 - Close-Out/Turn-Over
- Continued maintenance of project budget information including:
 - Hard costs/construction
 - Soft costs
 - FF&E
 - Owner Costs

- In coordination with Ownership and project team members, facilitate and manage reviews with RIDE-SBA as required.
- In coordination with Owner, ensure all aspects of the design process are consistent with Owner's requirements and expectations including programming, and validation of design criteria.
- Establish recurring design review sessions with Ownership to ensure project design standards are aligned with management, operations, budget requirements, and expectations.
- In coordination with project team members, oversee all aspects of the entitlement process including coordination with Federal, State and Local approving authorities including building and fire. It is assumed the architect/engineers, building owner and selected contractor will play a key role in these activities.
- In coordination with the project team members oversee the construction bidding process, including evaluation of procurement options, establishing schedule, drafting of project RFP/RFQ (in coordination with Owner procurement and legal team), bid leveling and recommendation to award.
- Review, validation, and endorsement of third-party invoices including design and other third party professionals.
- Coordination with Ownership leadership team at recurring Committee and Board meetings

NOTE:

For this phase It is assumed that meetings will be a combination of remote/virtual and in-person as needed for leadership/committee discussion as required.

Phase III

- Oversight of the construction process including coordination with Owner, Construction Manager and Design team with recurring coordination meetings, contract and budget resolution, change management and project turn-over and close-out.
- Coordination of move efforts in conjunction with move manager - assist in change management communications. This proposal assumes move management services, if required will be provided by others.
- Coordination with operations throughout design and construction process to ensure successful turn over and move
- Review, validation, and endorsement of third-party invoices including design and construction professionals.
- In coordination with Ownership and project team members, facilitate and manage reviews with RIDE-SBA as required.

- Coordination with Ownership leadership team at recurring Committee and Board meetings

Note: The Project 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 employed in connection with the construction of the Project, nor shall the Program Manager be responsible for the failure of the Owner's consultants or contractors to perform services for, or the construction of, the Project in accordance with the plans, specifications, or other contract or legal requirements.

Excluded Items. Any items not listed above including but not limited to the following may be provided as appropriate through a supplemental agreement:

- Design Services
- Construction Services
- Full-Time On-site Construction Observation
- Cost Estimating
- Contract Legal Review
- Construction Accounting
- Any third-party services
- Any work beyond the duration referenced in this agreement
- Additional services required by ownership

Third Parties

The process of evaluation and project execution may require the services of third-party project professionals, including, but not limited to, accountants, civil engineers, architects, attorneys, and construction firms. Peregrine works with many of the leading regional project professionals and proposes a rigorous selection process whereby mutually acceptable professionals are assigned to the team. This process is intended to identify individuals and companies with outstanding capability, capacity, and personality aligned with the project team. If required for this project, Peregrine will manage third party activities; however, all contracts and associated payment shall be directly with Ownership, with payment based on appropriate approvals from Ownership and Peregrine.

Any costs associated with third parties in connection with such activities shall be budgeted and reported on a monthly basis to Ownership.

Project Management Fee

Based on the information above, Peregrine proposes the following structure:

Phase II:

Lump sum fee of **\$104,000** beginning December 1, 2022, with a conclusion in December 2023. Activities will be billed monthly, and any unpaid portion will be paid at project conclusion. Payment is expected within 30 days of receipt of invoice.

Monthly Project Management Fee:	\$8,000.00
Recommended Reimbursable Allowance:	\$2,000.00

Phase III:

The construction procurement approach, timing and the unique nature of construction on the island create a high level of uncertainty on duration and coverage requirements during this phase. Therefore, we propose an allowance of **\$170,000** for go-forward services after the conclusion of design and bidding. This allowance will be re-visited once design and construction approach have been further refined (likely Q3 of 2023) and can be better evaluated to ensure the most cost effective approach for the Owner. Anticipated duration beginning in January 2024 with a conclusion at the end of construction (to be determined). Allowance will not be to be billed until Owner and Peregrine have agreed on project management approach and lump sum vs. hourly.

Monthly Project Management Fee:	TBD
Recommended Reimbursable Allowance:	\$2,000.00

Fee Summary:

Phase II:	\$104,000
Phase III:	\$170,000 (allowance)
Total:	\$274,000

Reimbursable Allowance:	\$4,000
-------------------------	---------

Hourly Rates for activities outside of the outlined scope:

- | | |
|--------------------------------|--------------|
| ○ Principal/Project Executive: | \$225.00/hr. |
| ○ Sr. Project Manager: | \$150.00/hr. |
| ○ Project Manager: | \$125.00/hr. |
| ○ Clerk of the Works: | \$105.00/hr. |

Performance Satisfaction/Warranty of Work. The nature of the project management activities to be performed requires ongoing management of team members and process that produce deliverables. Owner has the right to audit, approve and accept Peregrine's progress at any stage in the process as required.

Deliverable Ownership. Non-proprietary deliverables produced and provided to Ownership by Peregrine during the course of its engagement shall become property of Ownership. Any third-party documentation, if any, utilized to support such deliverables, however, cannot be relied upon Ownership, unless specifically allowed or certified by such third party to Ownership.

Termination. This engagement may be terminated by the Owner at any time upon fourteen (14) days written notice to Peregrine, with no further obligation on behalf of either party. Any fees payable shall be prorated according to the date of termination notice. To the extent this occurs, Peregrine shall fully cooperate with Owner in transitioning any management activities and in the transfer of project information in its possession.

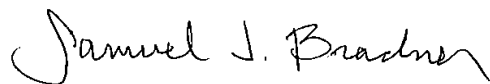
Warranty. Peregrine warrants that the services performed under this Agreement will be performed by qualified Personnel in a workmanlike manner consistent with the requirements of this Agreement. While on site at Owner's locations Peregrine agrees to comply with all policies and procedures.

Third Party and Miscellaneous Expenses. Any costs associated with third parties in connection with such activities shall be budgeted and reported on a monthly basis to Owner. Third party and miscellaneous project management expenses (i.e., reproductions, postage, third party vendors, travel, mileage, etc.) shall be reimbursed at cost plus 10%. Peregrine shall provide copies of invoiced third party and miscellaneous expenditures.

If the terms as stated above are acceptable to you, please indicate your acceptance by signing this letter and returning it to me. We look forward to your feedback concerning our proposal. Please do not hesitate to call me at 401.270.0600 with any questions or comments.

Very Truly Yours,

Peregrine Group LLC



Samuel J. Bradner
Principal

Accepted by:

Name

Title

Date