Ms. Schreiner-Oldham called the meeting to order at 6:00 PM. She announced that Mr. Glover has submitted his resignation, effective May 5, 2020 (the original election date). School Committee members and Mr. Lummis expressed their deep appreciation to Mr. Glover for his service and leadership on the School Committee. Members described Mr. Glover’s many contributions to the work of the School Committee, and to the students’ overall educational experience. Members expressed how much they will miss Mr. Glover, and wished him and his family well.

1. **ADMINISTRATIVE BUSINESS**

a. **Consent Agenda**

**ACTION 20-36**

On a motion of Ms. Schreiner-Oldham and seconded by Ms. Federspiel, the School Committee VOTED UNANIMOUSLY (by roll call) to approve the items included in the Consent Agenda.

i. Past Record: April 16, 2020 School Committee Meeting

ii. Past Record: March 12, 2020 School Committee Workshop


iv. Driscoll School Project: Leftfield Owner’s Project Manager Contract Amendment 2 (Attachment B)


vi. Brookline High School Project: Skanska Construction Management at Risk Pre GMP Amendment 15R1/CO No. 4/16 (Attachment D)
b. Possible Vote to Allow Temporary Suspension of Actual Signatures and Authorize the Deputy Superintendent for Administration and Finance/Chair to Sign Approved Contracts

**ACTION 20-37**

On a motion of Ms. Schreiner-Oldham and seconded by Ms. Federspiel, the School Committee VOTED UNANIMOUSLY (by roll call) to allow for a temporary suspension of actual signatures in accordance with the Authorized Signature Policy and to authorize the Deputy Superintendent for Administration and Finance and the appropriate Committee or Subcommittee Chair to sign as designees for the School Committee all contracts that have been publicly voted and approved.

2. **PRESENTATIONS AND DISCUSSIONS OF CURRENT ISSUES**

   a. Presentation on Brookline High School Project

   Ms. Ditkoff, Building Project Manager Ray Masak, Andy Felix (Hill International Inc.), Andrew Jonic (William Rawn Associates, Architects Inc.) and Sam Lasky (William Rawn Associates, Architects Inc.) provided a presentation on the Brookline High School Project (Attachment E). The presentation included a project overview, project goals and ideas, schedule, community engagement, a design overview, construction progress, and budget. The original cost estimate was $205.6 million. The current estimate is $237.8 million (some items not bid yet and does not include cost or schedule impacts associated with COVID-19 and temporary suspension of MBTA operational support). Factors that have changed include the following: unprecedented escalation in the construction market, unknown conditions, STEM basement level (added scope, reduced risk), community meetings-MBTA plaza (added scope), and work around the MBTA (added scope)-building requirements, site access/diversion, and station design. Select Board member Nancy Heller discussed 2020 Annual Town Meeting Warrant Article 7: High School Appropriation (additional authorization for the High School project), and the process to identify potential reductions in case Town Meeting does not approve the additional funding. Brookline High School Head of School Anthony Meyer and Assistant Head of School Hal Mason expressed their appreciation to community members and town/school officials for their support of this project, and described the inclusive process.

   b. Update on School District Closing in Response to Covid-19 (Coronavirus), including Update on Provision of Special Education Services, Update on Remote Learning Working Group and Task Force, and Possible Vote to Approve Contract Modifications for Reduced Services from Transportation Vendors

   Ms. Ngo-Miller, Director of Guidance and Clinical Services Maria Letasz, Director of Special Education Wendy Ryder, Guidance Counselor Rebecca Sneider, Team Facilitator Kerrilyn McCarthy, Psychologist Matt DuBois, and Special Education Teachers Indra Org, Elaine Shields, and Hayley Wells provided an update on provision of Special Education services in the district. The Special Education team discussed steps that have been taken to strengthen remote learning and increase and enhance one on one and group instruction. The department appreciates the feedback received from Special
Education Parent Advisory Council (SEPAC) members regarding what has worked well and what requires additional attention. The Special Education team described the following: the ways in which they work with students, systems in place to ensure connections and that students don’t “fall through the cracks,” collaboration among staff members, parent/guardian access to schedules, systems in place across the district, and existing feedback loops and upcoming family surveys. Staff responded to questions: How, at the district and school level, can we get a snapshot of whether students/families are doing ok emotionally, or are struggling and need supports? How does the district monitor the needs of students in the Bridge for Resilient Youth in Transition (BRYT) Program and Winthrop House? School Committee members requested future updates on Brookline High School and efforts to reach and support all students and families.

Pierce Principal Lesley Ryan-Miller and Heath Principal Asa Sevelius discussed the following: three tiered approach to maintain community, equity, and access; distribution of technology; efforts to address food insecurity; continuous improvement in distance learning over time; planning for the return to school buildings; role of various employee groups in meeting student needs; tracking student engagement; human connections with students; role of Steps to Success and METCO advisors; steps if parents/guardians have concerns/questions; and middle school student engagement;

Mr. Lummis and Dr. Gittens provided an update on remote learning and noted the progress that has been made. Later this evening, the district will be sending staff further updates on the district’s Remote Learning Guidance to help provide clarity. Dr. Gittens discussed next steps, including professional development in instructional practices. The district has already started to plan for the summer and fall. The School Committee Ad-Hoc Task Force on Remote Learning will be meeting on May 1, 2020. The agenda will include updates/discussion on the following: new remote learning guidance from the Department of Elementary and Secondary Education (DESE), revised K-8 Learning Expectations for 2019-2020, the family and student survey, and other district-wide issues

School Committee members commented that children appear to be having different educational experiences across grades and across schools. Members discussed whether the district is meeting the standards set by DESE, and whether there should be further clarification regarding expectations. Mr. Lummis remarked on the progress that has been made to date, and efforts to continue to build capacity among all educators.

The School Committee discussed Director of Operations Matt Gillis’s request to amend the current bus contracts to reduce the amount that would have been paid, with the district receiving a credit if the bus companies are able to secure state/federal relief funds (Attachment F). The transportation companies contend that if they do not have funds to pay their drivers for the duration of the shutdown, the drivers will get other jobs and not return when school reopens. If this occurs, the district may not be able to provide bus service to students once school reopens. Other districts, including Belmont, Billerica, Cambridge, Newton, Medford, Somerville, and Wellesley, Lincoln, Dover-Sherborn, and Northeast Metro Vocational Tech. are providing partial payments. Mr. Gillis has
negotiated the following percentages with Eastern Bus Company: 70 percent for regular school bus service and 63 percent for the METCO bus, and with YCN Transportation: 63 percent. Eastern Bus Company has agreed to honor and sign the bid it had submitted for FY 2021.

Members reiterated concerns that these percentages seem high, particularly in light of the difficult decisions the district will need to make to balance the budget. The majority of members were swayed by the administration’s recommendation that partial payments are necessary if the district wants to ensure continuity of bus service once school reopens. Ms. Schreiner-Oldham commented that she will be voting no because of the district’s current budget situation.

**ACTION 20-38**
On a motion of Ms. Charlupski and seconded by Mr. Pearlman, the School Committee VOTED (by roll call), with 6 in favor, 1 opposed (Ms. Schreiner-Oldham), and 1 abstention (Ms. Federspiel), to approve partial payments to the bus companies for FY 2020, per the terms included in Mr. Gillis’s April 30, 2020 memo (Attachment F).

c. Update on FY 2020 Budget and the FY 2021 Budget
Ms. Normen presented the FY 2020 3rd Quarter Financial Report (Attachment G). The administration continues to work towards balancing the preliminary structural deficit for FY 2020 that has grown from $517,000 to approximately $1,430,240. Much of the increase in the projected deficit is due to the COVID-19 school closure. Ms. Normen noted that the School Committee agreed to continue payment of all personnel during the closure. Additional actions that have budgetary impact include the following: suspension of Brookline Early Education Program (BEEP) tuition and retaining employees providing services; suspension of renting School facilities and continuing payment of custodians in Rental of Facility Account; additional expenses due to school building closure (Custodians/Food Service); State and Federal Grant Personnel lines in deficit by $115,000; reports of unknown/anticipated hours and additional pay not submitted prior to March 13, 2020 closure, and vacation buy back estimate of $300,000.

On April 8, 2020, the FY 2020 budget was frozen. All FY 2020 vacancies were reviewed and accounts locked. At this time, Senior Leadership is reviewing all requests for expenditure and providing determination as to it being essential. School Committee members requested 1) further information and discussion on line items that might be reduced due to the school closure and 2) an update on liquidation of purchase orders at the next School Committee meeting.

Mr. Lummis reported that on April 23, 2020, he presented recommendations to close an earlier projected $3.8 million gap. The recommendations did not address the impact of COVID-19 on revenue and expenditures. Mr. Lummis and the Subcommittee agreed that it made sense to wait until mid-May (when there will be additional information) to present an updated budget recommendation to the full School Committee. The updated budget recommendation will include further reductions (including...
reductions in Central Administration) necessary to address the impact of COVID-19 on revenue and expenditures. The Finance Subcommittee will be meeting on May 6, 2020 and May 11, 2020 to discuss potential reductions. It was suggested that Mr. Lummis put in place a mechanism to get input from School Site Councils.

3. SCHOOL COMMITTEE ACTIONS
   a. Field Trip Policy (2nd Reading/Possible Vote)
      Mr. Glover presented the proposed Field Trip Policy (Attachment H). The Subcommittee reviewed public comment on the 1st Reading draft policy, and made several changes. In response to a question, Mr. Glover stated that the Subcommittee considered the comments submitted related to families’ recent issues with trip insurance. Subcommittee members thought that this could be addressed through Procedures. Ms. Charlupski recommended that the Procedures continue to address swimming ability for trips with water components.

      ACTION 20-39
      On a motion of Ms. Charlupski and seconded by Ms. Monopoli, the School Committee VOTED UNANIMOUSLY (by roll call) to approve the Student Field Trip Policy, as shown in Attachment H.

   b. Possible Vote to Approve 1-Year Agreements with Brookline Educators Union (BEU) Units A and B
      Mr. Glover explained the proposed 1-Year Agreements with the BEU, Units A and B, which include 1 ½ percent wage increases (Attachment I). The BEU, Units A and B, ratified both agreements. Ms. Schreiner-Oldham commented that she will be voting no because she has concerns about how the district will pay for the increase, given the current budget situation.

      ACTION 20-40
      On a motion of Mr. Glover and seconded by Ms. Federspiel, the School Committee VOTED (by roll call), with 8 in favor, 1 opposed (Ms. Schreiner-Oldham), and 0 abstentions, to approve 1-Year Agreements (FY 2020, 1 ½ percent) with the Brookline Educators Union, Units A and B, as shown in Attachment I.

4. SUBCOMMITTEE REPORTS
   a. Finance
      Ms. Ditkoff reported that the Finance Subcommittee will be meeting on May 6, 2020 and May 11, 2020. The agendas will include updates on the FY 2020 and FY 2021 Budgets, including the budget impact of COVID-19 and discussion of Brookline Fiscal Advisory Committee (BFAC) recommendations—School priorities and next steps.

   b. Capital Improvements
      Ms. Charlupski reported on the April 28, 2020 MSBA Pierce School Project Community Meeting. The next meeting of the Capital Improvements Subcommittee will take place on May 7, 2020. The agenda will include updates/discussion on the following:
School Building Projects (Driscoll, Brookline High School, Pierce), School Building Repairs and Maintenance through June 30, 2020, Utilization of School Facilities for Elections, Utilization of School Facilities for Emergency Response, Clark Road Utilization, and whether to recommend that the School Committee schedule Public Hearings on 2020 Annual Town Meeting Articles: Article 7 – High School Appropriation (additional authorization for the High School project); and Articles 9-15 – Newbury College Land Use and Land Acquisition.

c. Curriculum
Ms. Scotto reported that the Curriculum Subcommittee will be meeting on May 11, 2020. The agenda will include the following: Math Program Review-Curriculum Selection for Grades K-5, School Site Council and Curriculum Subcommittee Visits to School Site Council Meetings, and Summer Programming.

d. Government Relations
Ms. Charlupski had nothing to report at this time.

e. Policy Review
Mr. Glover reported that the Policy Review Subcommittee met on April 27, 2020 to discuss the Policies on Field Trips, Homeless Students, and Students in Foster Care. The next meeting of the Subcommittee will take place on May 11, 2020. The Chair will be appointing a new Policy Subcommittee Chair.

f. Interim Superintendent Search Process
Ms. Charlupski reported that the next meeting of the Interim Superintendent Preliminary Screening Committee will take place on May 1, 2020. The Committee continues to consider and interview candidates.

g. Additional Liaisons and Updates
Ms. Charlupski reported that the EDCO Collaborative continues to face financial difficulties and voted additional assessments for member districts. The additional assessment for the Public Schools of Brookline is $24,630.

5. NEW BUSINESS
Ms. Charlupski stressed the importance of planning for summer and fall education, and offered to help with this effort.

6. PROPOSED EXECUTIVE SESSION
By unanimous roll call vote at 11:20 PM, the School Committee entered into Executive Session pursuant to Massachusetts General laws chapter 30A section 21(a) for Purpose 2, to conduct strategy sessions in preparation for negotiations with nonunion personnel (non-aligned personnel) and for Purpose 7, to review and approve executive session minutes from the following meetings: September 26, 2019; October 2, 2019; October 10, 2019; November 4, 2019; December 12, 2019; January 30, 2020; February 13, 2020; and April 16, 2020. Ms. Schreiner-Oldham announced that the meeting will
not reconvene in open session at the end of the Executive Session. By unanimous roll call vote at 12:15 AM, the School Committee reconvened in public session for the purpose of adjournment.

7. **ADJOURNMENT**
Ms. Schreiner-Oldham adjourned the meeting at 12:15 AM.

Respectfully Submitted,

Robin E. Coyne, Executive Assistant
Brookline School Committee
WHEREAS, the TOWN OF BROOKLINE (“Owner”) and JONATHAN LEVI ARCHITECTS LLC. (the “Designer”) (collectively, the “Parties”) entered into a Contract on August 31, 2018, (“Contract”) for Designer Services for the New Construction of the Michael Driscoll Elementary School, Abatement and Demolition of the Existing School, Site Improvements and All Associated Work at the 64 Westbourne Terrace, Brookline, MA 02446; and

WHEREAS, the scope of this work is summarized in the two attached Proposals for Geotechnical Engineering and a Geothermal Test Well and for Sound Noise Measurements; and

WHEREAS, Contract Amendment No. 2 was approved by the Town of Brookline on January 17, 2020; and

WHEREAS, effective as of March 18, 2020, the parties wish to amend the contract, as amended:

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Amendment, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Owner hereby authorizes this Contract Amendment No. 3 for the total value of $123,173.00. This Amendment is based on McPhail’s Proposal, dated March 12, 2020 and attached, for Geotechnical Engineering Services and a Geothermal Test Well and Acentech’s Proposal, dated March 16, 2020 and attached, for Sound Noise Measurements on the Driscoll School Site. The Designer is herein authorized to commence the services outlined in this Amendment, pursuant to the terms and conditions set forth in the Contract, as amended.

2. For the performance of services required under the Contract, as amended, the Designer shall be compensated by the Owner in accordance with the following Fee for Basic Services:

<table>
<thead>
<tr>
<th>Fee for Basic Services</th>
<th>Original Contract</th>
<th>Previous Amendments</th>
<th>Amount of This Amendment</th>
<th>Total of All Amendments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Feasibility Study/Schematic Design Phase</td>
<td>$1,179,260</td>
<td>$500</td>
<td>$0</td>
<td>$1,179,760</td>
</tr>
<tr>
<td>Design Development Phase</td>
<td>$0</td>
<td>$1,814,766</td>
<td>$0</td>
<td>$1,814,766</td>
</tr>
<tr>
<td>Construction Documents Phase</td>
<td>$0</td>
<td>$2,540,672</td>
<td>$0</td>
<td>$2,540,672</td>
</tr>
<tr>
<td>Bidding Phase</td>
<td>$0</td>
<td>$290,363</td>
<td>$0</td>
<td>$290,363</td>
</tr>
<tr>
<td>Construction Phase</td>
<td>$0</td>
<td>$2,540,672</td>
<td>$0</td>
<td>$2,540,672</td>
</tr>
<tr>
<td>Completion Phase</td>
<td>$0</td>
<td>$72,590</td>
<td>$0</td>
<td>$72,590</td>
</tr>
<tr>
<td>Geotechnical Engineering – Geothermal Test Well</td>
<td>$0</td>
<td>$0</td>
<td>$117,673</td>
<td>$117,673</td>
</tr>
</tbody>
</table>
Acoustical Engineering – Noise Sound Measurements

Extra Services Estimate – $376,827 Remaining

<table>
<thead>
<tr>
<th></th>
<th>Original Budget</th>
<th>Amended Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acoustical Engineering – Noise Sound Measurements</td>
<td>$ 0</td>
<td>$ 0</td>
</tr>
<tr>
<td>Extra Services Estimate – $376,827 Remaining</td>
<td>$ 0</td>
<td>$ 5,500</td>
</tr>
</tbody>
</table>

**Total Fee**  $1,179,260  $7,259,563  $123,173  $8,561,996

This Amendment is required to establish a baseline noise level for the site prior to the start of construction activities and to install a geothermal test well to calculate the performance and to inform the design of the geothermal system.

3. The Construction Budget shall be as follows:
   - Original Budget: $ 93,335,813
   - Amended Budget

4. The Project Schedule shall be as follows:
   - Original Schedule:
     - Phase 1 Substantial Completion – 11/4/2022
     - Phase 2 Substantial Completion – 8/31/2024
   - Amended Schedule

   Phase 1 – New Building, Roadways and Sidewalk Work
   Phase 2 – Abatement & Demolition of Existing Building, Geothermal Wells & Site Improvements

5. This Amendment contains all of the terms and conditions agreed upon by the Parties as amendments to the original Contract, as amended. No other understandings or representations, oral or otherwise, regarding amendments to the original Contract, as amended, shall be deemed to exist or bind the Parties, and all other terms and conditions of the Contract, as amended, remain in full force and effect.

IN WITNESS WHEREOF, the Owner, with the prior approval of the Authority, and the Designer have caused this Amendment to be executed by their respective authorized officers.

**OWNER:**

(print name)
(print title)

By: (signature)

Date: ________________________________

**DESIGNER:**

(print name)
(print title)

By: (signature)

Date: 3/30/20
27 March 2020

Mr. Jim Rogers  
Principal  
LEFTFIELD Project Management  
225 Franklin Street, 26th Floor  
Boston, MA 02110

Re: Fee Proposal, Geothermal Test Well  
Driscoll School, Brookline MA

Dear Jim,

Attached please find a proposal from McPhail for Geothermal Test Well Services to be performed as a subconsultant to JLA.

**Fee**

As described in Article 4.11 of the Contract for Designer Services, the services associated with this proposal are to be invoiced on a lump sum basis as Extra Services, plus the 10% standard markup specified in Articles 9.1 and 9.1.1.

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1: Drill 900’ test well</td>
<td>$82,363</td>
</tr>
<tr>
<td>10% markup by McPhail included above</td>
<td></td>
</tr>
<tr>
<td>Task 2: Field representation</td>
<td>$12,500</td>
</tr>
<tr>
<td>10% markup</td>
<td>$1,250</td>
</tr>
<tr>
<td>Task 3: Report</td>
<td>$6,000</td>
</tr>
<tr>
<td>10% markup</td>
<td>$600</td>
</tr>
<tr>
<td>Task 4: drilling fluid disposal</td>
<td>$14,960</td>
</tr>
<tr>
<td>10% markup by McPhail included above</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$117,673</strong></td>
</tr>
</tbody>
</table>

Please do not hesitate to contact me if you would like us to clarify or modify our assumptions, or if there is anything represented here which does not conform to your expectations.

Sincerely,

Phil Gray  
Associate Principal  
Jonathan Levi Architects
March 12, 2020

Jonathan Levi Architects
266 Beacon Street
Boston, MA  02116

Attention:  Mr. Philip Gray

Reference:  Driscoll School; Brookline, Massachusetts
Proposal for Geothermal Engineering Services
Task A: Geothermal Test Well

Ladies and Gentlemen:

We are pleased to present our proposal for providing geothermal engineering services associated with the above-referenced project which consists of a new school building. The scope of work contained herein includes the completion of a test well program (Task A). Note the scope of work herein does not include geothermal design and construction phase services which will be provided in separate proposals.

**Background**

A network of vertical closed-loop geothermal wells servicing ground source heat pumps may be installed as part of the project to heat and cool the proposed building. Closed-loop geothermal wells are typically installed to depths of about 400 to 900 feet below ground surface and circulate a water-antifreeze solution in a continuous closed piping loop through the heat pumps and mechanical equipment and return the water to the well field.

Currently, the Schematic Design documents indicate that the well field may consist of approximately 56, 675-foot deep High-Performance Geo Xchange (HPGX) (aka Rygan) closed-loop wells located in the central portion of the site, west of the proposed new school building.

The use of deeper wells, on the order of 900 feet, may be viable to increase the capacity per well and thus reduce the total number of wells required if enough space is not available for a greater number of shallower wells. Decreasing the number of wells would likely reduce the footprint required for the well field(s) and result in less horizontal trenching and piping. Therefore, we propose to install and test a 900-foot deep Rygan well.

**Task A: Geothermal Test Well Program**

The proposed scope of work for Task A includes the installation of a 900-foot deep HPGX geothermal test well and the performance of a 48-hour duration thermal conductivity test on the completed well. The average formation thermal conductivity, the formation thermal diffusivity, and an estimate of the undisturbed soil temperature will be obtained from the test results. This information will be utilized to determine the size of the permanent well field. Furthermore, the test well will provide information to be used for bidding and
For the purposes of this proposal, it is assumed that the depth to the top of bedrock is located within 50 feet of ground surface. The steel well casing will extend a minimum of 5 feet into bedrock. The HPGX test well will consist of 4.36-inch diameter epoxy-based filament wound, fiberglass pipe backfilled with high-performance, high density carbon grout. Should the Owner decide to incorporate geothermal energy into this project, our intent is for the test well to be reusable and integrated into the permanent well field.

A temporary dewatering system will be provided to minimize the potential impact of surface water runoff on the surrounding area. The dewatering system will consist of sumps and trenches around the drilling operation and an 8,000-gallon sedimentation tank. Upon completion, the well pipe will be cut-off below grade and the ground surface around the well head will be provided with cold patch and a manhole cover placed over the well head.

In addition to the above, the following assumptions were made for development of this scope of work:

1. The test well installation will be performed between the period of April 18 and April 26;
2. Prevailing wages are not included;
3. No bond or retainage is assumed;
4. Erosion control, matting or silt fence is not included;
5. Work will be completed Monday through Friday between the hours of 7 AM and 5 PM. Saturday and Sunday work are also a possibility and would be performed between the hours of 8 AM and 5 PM;
6. The drilling of the well will generate approximately 5 to 7 cubic yards of “clean” spoils, consisting mostly of rock cuttings, which will require off-site removal. The removal of the “clean” spoils off-site is included;
7. Drilling fluids and groundwater generated from the test well will be managed by pumping from a localized circulating pit around the well head into a sedimentation tank. An allowance for the off-site disposal/removal of up to 16,000 gallons of liquid is included below. The final cost for the off-site disposal/removal of liquid from the dewatering system will be based on the unit price provided by the drilling contractor with the requisite mark-up by McPhail;
8. The drilling equipment and the dewatering system will be able to accommodate a flow rate of up to about 150 gallons per minute. Should a high-water bearing zone be encountered in bedrock and the flow rate exceeds about 150 gallons per
minute, the RYGAN pipe will either be installed at a shallower depth or it will be necessary to stop drilling and mobilize an additional high pressure air package at an additional cost of $5,500 per day;

9. The formation thermal conductivity test would be performed approximately one week following the completion of the test well installation in order to allow the grout temperature to equilibrate. The test will likely be setup and started on Friday May 1\textsuperscript{st} and concluded the evening of Sunday May 3\textsuperscript{rd} or the morning of Monday May 4\textsuperscript{th}. Depending on the drillers schedule, the test may also be performed the following weekend. The test requires the use of a trailer-mounted 25 kVa diesel-powered generator which is operated continuously for a minimum of 48 hours. The report would be submitted about three weeks after completion of the test.

As such, we propose to provide the following scope of services associated with the test well program:

1. Subcontract with a well-drilling contractor to drill one (1) 900-foot deep geothermal test well and install 4.36-inch diameter HPGX assembly;

   Cost to Complete Item 1: $82,363 (With McPhail’s 10% Markup)

2. Provide a field representative from McPhail to: layout the geothermal test well, observe the installation of the geothermal test well, obtain soil or rock samples at minimum 100-foot intervals of depth, to record the rate of penetration of the drill rods, and to prepare field logs of the well installation. It is assumed that the installation of the well will be completed in one (1) week or less. In addition, provide normal project manager oversight including coordination with the Owner’s Project Manager and the school, including attendance at a site meeting and preparation of a geothermal test well logistics plan.

   Cost to Complete Item 2: $12,500

3. Prepare and submit a report incorporating the test well findings and recommendations regarding the design of the geothermal well network to meet the needs of the ground source heat pumps, including such items as:

   a) Thermal conductivity, thermal diffusivity, and soil temperature.

   b) Water flow rates.

   c) Soil composition.

   d) Formation type encountered and its depth including water zones.

   Cost to Complete Item 3: $6,000
4. Legally remove/dispose of drilling fluids and groundwater from the dewatering tank off-site at an appropriate receiving facility. The final cost for the off-site removal of liquid from the dewatering system will be based on the following unit price provided by Ogden which include the requisite 10% mark-up by McPhail;

   a) $0.935 per gallon

   For the purposes of this estimate, it is assumed that up to 16,000 gallons of water will require off-site disposal/removal.

   Allowance to Complete Item 4: $14,960

The estimated not-to-exceed fixed fee to complete Task A is **$115,823**.

In order to procure the HPGX materials for the test well, the well-drilling contractor will require a down payment a minimum of three (3) weeks prior to mobilizing to the site. As such, upon receipt of written authorization to proceed McPhail will issue Client an invoice for $13,200 for the 900-foot well (prices include McPhail’s 10% mark-up). McPhail will provide payment to the well-drilling contractor prior to receiving payment from client in order to maintain the project schedule, but it is understood that Client will submit the McPhail invoice to the Town of Brookline for immediate payment.

**Fee Summary**

We would not exceed the fixed fee stated herein without receiving prior authorization.

The fee for engineering services would be based on a multiple of 2.5 times salary cost for technical personnel directly attributable to the project plus any subcontractors (e.g. drilling subcontractor) at cost plus 10 percent and direct expenses at cost. Hourly billing rates will not exceed $150.00/hour.

**Terms and Conditions**

The Client agrees to provide right of entry to the site in order that the subsurface exploration program can be performed. While McPhail will take reasonable precautions to avoid damage to property, subterranean structures or utilities, the Client agrees to hold McPhail harmless for any damage to subterranean structures or utilities not shown on the plans furnished or evident in the field. The Client agrees to accept the unrestored and restored condition of the site, as applicable, after the geothermal well has been completed.

The engineer’s liability for damages due to professional negligence in performing geothermal engineering services will be limited to an amount not to exceed $1,000,000 in accordance with the terms and conditions of our policy.
Closing

We appreciate the opportunity to submit this proposal and we look forward to continuing to work with Jonathan Levi Architects and the design team on the proposed Driscoll School. To authorize our geothermal engineering services as proposed above, please sign and return a copy of this proposal.

We trust that the above is sufficient for your present requirements. Should you have any questions, please call us.

Very truly yours,

McPHAIL ASSOCIATES, LLC

Jonathan W. Patch, P.E.

Joseph G. Lombardo, Jr., L.S.P.

N:\Working Documents\Proposals\6693-Driscoll_School_Geothermal-Design&TestWell-021820.docx

JWP/jgl

JONATHAN LEVI ARCHITECTS

BY

DATE 3/13/20
17 March 2020

Mr. Jim Rogers  
Principal  
LEFTFIELD Project Management  
225 Franklin Street, 26th Floor  
Boston, MA 02110  

Re: Fee Proposal, Baseline Site Noise Measurements  
Driscoll School, Brookline MA

Dear Jim,

Attached please find a proposal from Acentech for Baseline Site Noise Measurement Services to be performed as a subconsultant to JLA.

**Fee**

As described in Attachment A of the Contract for Designer Services, the services associated with this proposal are to be invoiced on a lump sum basis as Extra Services, plus the 10% standard markup specified in Articles 9.1 and 9.1.1.

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Measurement and Report</td>
<td>$5,000</td>
</tr>
<tr>
<td>10% Markup</td>
<td>$500</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$5,500</strong></td>
</tr>
</tbody>
</table>

Please do not hesitate to contact me if you would like us to clarify or modify our assumptions, or if there is anything represented here which does not conform to your expectations.

Sincerely,

Philip Gray  
Associate Principal  
Jonathan Levi Architects
March 16, 2020

Philip Gray
Jonathan Levi Architects
266 Beacon Street
Boston, MA 02116

Subject  Proposal for Site Noise Measurements
Driscoll School – Brookline, MA
Acentech Proposal No. 631454

Dear Philip:

Thank you for requesting this proposal to provide guidance regarding the background noise levels at the Driscoll School in Brookline, MA.

To assist you in addressing the project with respect to sound, we will:

1. Measure the background noise level so that new equipment associated with the school can be selected to comply with the MA-DEP noise guideline (301 CMR 7.10). The guideline states that the noise from new equipment should not exceed by more than 10 dB the existing noise levels at the property line and at any inhabited nearby residence, and that the noise should not be tonal. To this end, we propose to install four sound level meters continuously for a period of approximately one week, at four approximate property line locations around the project site. The exact locations are to be determined prior to installation of these sound level meters.

2. Prepare a letter report summarizing our observations and measurement results.

3. Participate in a follow-up conference call with you to discuss our report.

We propose to provide these for a fixed fee of $5,000 in accordance with the attached Terms and Conditions.

I trust this proposal provides you with the services you require at this time. If you find this proposal acceptable you may authorize our services by sending us a Purchase Order or, if you find it convenient, by filling in the signature block at the end of this letter and returning a signed copy to me. Please call me at 617-499-8070 with any questions or comments. I look forward to hearing from you and to working with you on this project.

Sincerely,

Nicole Cuff, PE
Senior Consultant

ACCEPTED for JLA

By (Signature): _________________________________
Title: _________________________________________
Date: _________________________________________

cc:  Jack Briskie, Acentech
Attachments:  Terms and Conditions
ACENTECH TERMS AND CONDITIONS

Acentech Incorporated (Acentech) will perform the work (“Services”) specified in the Scope of Services contained in the Proposal to which these Terms and Conditions are attached, in accordance with the following provisions. Unless a superseding agreement with alternative terms and conditions is mutually agreed to, these Terms and Conditions will be in effect from the time that Acentech receives notice to proceed from the Client.

I. SERVICES TO BE PROVIDED; STANDARD OF CARE

Acentech and its Subconsultants will perform the Services with the degree of care and skill ordinarily exercised by similarly situated consultants. Client agrees that the Services will be provided without warranty, express or implied, except as may be stated explicitly in the Proposal. Acentech will exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws, rules, ordinances and other such requirements in effect as of the date of the acceptance of the Proposal.

II. COMPENSATION AND PAYMENT

Client will compensate Acentech on a time-and-materials or fixed price basis as specified in Acentech’s Proposal.

A. Time and Materials
   1. Best Efforts: Acentech will use reasonable efforts to complete the Scope of Services within the estimated fees specified in the Proposal. Acentech will not provide the proposed Services beyond the estimated fee without the Client’s authorization for additional funds.
   2. Professional Staff: Acentech will furnish the services of its employees at its standard hourly rates at the time Services are provided.
   3. Other Services and Costs: Expenses incurred by Acentech required for the completion of the Scope of Services, including travel, meals, supplies and professional services obtained from third parties are reimbursable at cost plus a 10% administrative handling charge. Other services provided, including instrumentation usage and reproductions, will be billed at Acentech’s standard rates. All applicable sales tax, customs and Project-specific insurance premiums will be billed at cost.

B. Fixed Price
   1. Services Specified: Acentech will deliver the services specified in the Scope of Services on a fixed price basis billed on a percentage of work completed unless an alternative billing schedule has been accepted. Any Project or phase fully billed at 100% will be considered complete unless otherwise agreed.
   2. Reimbursable Expenses: Unless specifically included in the fixed fee, reimbursable expenses including travel, meals, supplies and other professional services obtained from third parties are reimbursable at cost plus a 10% administrative handling charge.

C. Changes in Scope of Services / Additional Services
   1. Any services authorized by Client not explicitly included in the Scope of Services within the Acentech Proposal will be considered Additional Services and will be billed on a time and materials basis unless a contract modification or change order has been agreed to by Acentech and Client.
   2. Additional Services result from, but are not limited to: a) changes in the Project size, budget or programmed use; b) the Project schedule is significantly delayed; c) changes from the Client requiring redesign of previously completed work; d) Acentech’s design recommendations are not reviewed in a timely manner resulting in additional work; e) any rework required for the Documents or additional services due to design changes; and, f) any other delays beyond Acentech’s control.
   3. Document modifications or additional construction administration services requested by Client due to issues beyond Acentech’s control will be considered additional services and will be billed on a time and materials basis as outlined in paragraph B.1.

D. Payments
   Invoices are due upon receipt. Client shall be responsible to Acentech for payments, and such obligation shall not be conditioned upon Client’s receipt of payments from the Owner or any other party.

III. INSTRUMENTS OF SERVICE / OWNERSHIP OF DOCUMENTS

A. Acentech shall be deemed the author and owner of all Instruments of Service, including drawings, reports and specifications, and shall retain all common law, statutory and other rights, including copyrights in such Instruments of Service, subject only to a limited, non-exclusive, non-transferable license to use the Instruments of Service solely in connection with the Project. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication.
B. The Client agrees not to use or distribute the Instruments of Services for future additions or alterations to this Project or any other project(s), and agrees not to make changes or modifications to such Instruments, without Acentech’s express written consent. Acentech reserves the right to seek remedies for unauthorized use of Acentech documents.

C. Unauthorized use or modification of the Documents by the Client will be at the Client’s sole risk and without liability to Acentech or its Subconsultants. Client shall defend, indemnify, and hold harmless Acentech from and against any and all losses, claims, demands, liabilities, suits, actions, damages and expenses (including reasonable attorney’s fees) arising out of or resulting from such unauthorized use or modification, including any expenses incurred by Acentech to enforce its rights hereunder.

IV. PUBLICITY
Acentech may publish its role in the Project unless otherwise directed by the Client.

V. INSURANCE AND LIMITATIONS OF LIABILITY
A. Acentech will furnish appropriate insurance certificates for general and professional liability upon request.

B. Acentech and the Client waive consequential damages, including but not limited to, damages for loss of profits, loss of revenue and loss of business, loss of business opportunities, for claims, disputes or other matters in question arising out of or relating to this Agreement. The Client agrees that Acentech’s total aggregate liability to the Client or any third party for any and all injuries, claims, losses, expenses, or damages including reasonable attorney’s fees, arising out of or in any way related to the Project or this Agreement from any cause or causes, including, but not limited to, ACENTECH’S AND/OR SUB-CONSULTANTS’ NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT, SHALL NOT EXCEED THE GREATER OF $25,000 OR TWO TIMES THE FEE FOR THE SERVICES PROVIDED BY ACENTECH UNDER THIS AGREEMENT.

C. Acentech and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability or cost (including reasonable attorney’s fees and defense costs) to the extent caused by their own negligent acts, errors or omissions and those of anyone for whom they are legally liable and arising from the Project that is the subject of this Agreement and due to their failure to perform their obligations hereunder.

D. Acentech shall not be in default of its obligations to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, delays in delivery by vendors, and strikes or other labor disturbances.

VI. TERMINATION
Either party may terminate this Agreement in whole or in part at any time by written notice to the other; such notice is effective upon receipt. In the event of a termination initiated by the Client, Acentech shall be compensated in accordance with this Agreement for the services rendered and expenses incurred or committed to up to the effective date of notice of termination. The provisions of this Agreement that contemplate surviving the expiration or termination of this Agreement and the Services shall survive the completion of the Services and/or termination or expiration of this Agreement.

VII. GENERAL
A. Agreement
The Agreement between the parties consists solely of the Proposal and these Terms and Conditions and represents the entire agreement between the parties with respect to the Services and supersedes all prior agreements.

B. Governing Law
The substantive laws of the Commonwealth of Massachusetts shall govern any disputes between Acentech and the Client arising out of the interpretation and performance of this Agreement.

C. Mediation
Acentech and the Client agree that any disputes arising under this Agreement and the performance thereof shall be subject to nonbinding mediation as a prerequisite for further legal proceedings.

D. Certification
Acentech shall not be required to sign any documents that would result in Acentech’s having to certify, guaranty or warrant the existence of conditions that would require knowledge, services or responsibilities beyond the proposed Scope of Services.

E. Relationship of Parties
In furnishing the Services, Acentech is acting as an independent contractor. The Parties do not intend to create a contract of agency, a joint venture or a partnership of any type. Acentech is not an agent of Client and has no authority to represent Client as to any matters, except as expressly authorized in the Agreement.
CONTRACT FOR DESIGNER SERVICES
AMENDMENT NO. 4

WHEREAS, the TOWN OF BROOKLINE (“Owner”) and JONATHAN LEVI ARCHITECTS LLC. (the “Designer”) (collectively, the “Parties”) entered into a Contract on August 31, 2018, (“Contract”) for Designer Services for the New Construction of the Michael Driscoll Elementary School, Abatement and Demolition of the Existing School, Site Improvements and All Associated Work at the 64 Westbourne Terrace, Brookline, MA 02446; and

WHEREAS, the scope of this work is summarized in the attached Proposal for HAZMAT Consulting from CDW Consultants, Inc.; and

WHEREAS, Contract Amendment No. 2 was approved by the Town of Brookline on January 17, 2020; and
WHEREAS, Contract Amendment No. 3 was approved by the Town of Brookline on March 18, 2020; and

WHEREAS, effective as of March 26, 2020, the parties wish to amend the contract, as amended:

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Amendment, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Owner hereby authorizes this Contract Amendment No. 4 for the total value of $138,512.00. This Amendment is based on CDW’s Proposal, dated March 11, 2020 and attached, to conduct a confirmatory hazardous materials survey, prepare Design Development and Construction Documents and provide construction administration for the Driscoll School. The Designer is herein authorized to commence the services outlined in this Amendment, pursuant to the terms and conditions set forth in the Contract, as amended.

2. For the performance of services required under the Contract, as amended, the Designer shall be compensated by the Owner in accordance with the following Fee for Basic Services:

<table>
<thead>
<tr>
<th>Fee for Basic Services</th>
<th>Original Contract</th>
<th>Previous Amendments</th>
<th>Amount of This Amendment</th>
<th>Total of All Amendments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Feasibility Study/Schematic Design Phase</td>
<td>$1,179,260</td>
<td>$ 500</td>
<td>$ 0</td>
<td>$ 1,179,760</td>
</tr>
<tr>
<td>CA #2 - Design Development Phase</td>
<td>$ 0</td>
<td>$ 1,814,766</td>
<td>$ 0</td>
<td>$ 1,814,766</td>
</tr>
<tr>
<td>CA #2 - Construction Documents Phase</td>
<td>$ 0</td>
<td>$ 2,540,672</td>
<td>$ 0</td>
<td>$ 2,540,672</td>
</tr>
<tr>
<td>CA #2 - Bidding Phase</td>
<td>$ 0</td>
<td>$ 290,363</td>
<td>$ 0</td>
<td>$ 290,363</td>
</tr>
<tr>
<td>CA #2 - Construction Phase</td>
<td>$ 0</td>
<td>$ 2,540,672</td>
<td>$ 0</td>
<td>$ 2,540,672</td>
</tr>
<tr>
<td>CA #2 - Completion Phase</td>
<td>$ 0</td>
<td>$ 72,590</td>
<td>$ 0</td>
<td>$ 72,590</td>
</tr>
</tbody>
</table>
CA #3 - Geotechnical Engineering – Geothermal Test Well
$0 $117,673 $0 $117,673

CA #3 - Acoustical Engineering – Noise Sound Measurements
$0 $5,500 $0 $5,500

CA #4 – HAZMAT Consulting
$0 $0 $138,512 $138,512

Extra Services Estimate – $238,315 Remaining
$0 $0 $0 $0

Total Fee $1,179,260 $7,382,736 $138,512 $8,700,508

This Amendment is required to test and confirm the HAZMAT and quantities in the existing school and to provide drawings, specifications and construction administration to support the abatement of the existing school.

3. The Construction Budget shall be as follows:

Original Budget: $93,335,813
Amended Budget $93,197,301

4. The Project Schedule shall be as follows:

Original Schedule:
Phase 1 Substantial Completion – 11/4/2022
Phase 2 Substantial Completion – 8/31/2024

Amended Schedule
Phase 1 – New Building, Roadways and Sidewalk Work
Phase 2 – Abatement & Demolition of Existing Building, Geothermal Wells & Site Improvements

5. This Amendment contains all of the terms and conditions agreed upon by the Parties as amendments to the original Contract, as amended. No other understandings or representations, oral or otherwise, regarding amendments to the original Contract, as amended, shall be deemed to exist or bind the Parties, and all other terms and conditions of the Contract, as amended, remain in full force and effect.
IN WITNESS WHEREOF, the Owner, with the prior approval of the Authority, and the Designer have caused this Amendment to be executed by their respective authorized officers.

OWNER:

(print name)

(print title)

By: ____________________________

(signature)

Date: ____________________________

DESIGNER:

Philip Gray

(print name)

Principal

(print title)

By: ____________________________

(signature)

Date: 3/30/20

__________________________
30 March 2020

Mr. Jim Rogers  
Principal  
LEFTFIELD Project Management  
225 Franklin Street, 26th Floor  
Boston, MA 02110

Re: Fee Proposal, Hazmat Survey and Abatement Services 
Driscoll School, Brookline MA

Dear Jim,
Attached please find a proposal from CDW for Hazmat survey and abatement services to be performed as a subconsultant to JLA.

Fee
As described in Article 4.11 of the Contract for Designer Services, the services associated with this proposal are to be invoiced on a lump sum basis as Extra Services, plus the 10% standard markup specified in Articles 9.1 and 9.1.1.

<table>
<thead>
<tr>
<th>Task</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1: Confirmatory Hazmat Survey</td>
<td>$18,610</td>
</tr>
<tr>
<td>Task 2: Summary Report and Cost Estimate</td>
<td>$5,680</td>
</tr>
<tr>
<td>Task 3 DD and CD Documents</td>
<td>$6,680</td>
</tr>
<tr>
<td>Task 4: Construction Administration</td>
<td>$4,000</td>
</tr>
<tr>
<td>Task 5: Abatement Project Monitoring</td>
<td>$90,950</td>
</tr>
</tbody>
</table>

Subtotal $125,920

10% Markup $12,592

Total $138,512

Please do not hesitate to contact me if you would like us to clarify or modify our assumptions, or if there is anything represented here which does not conform to your expectations.

Sincerely,

Philip Gray  
Associate Principal  
Jonathan Levi Architects
March 30, 2020

Mr. Philip Gray
Jonathan Levi Architecture
266 Beacon Street
Boston, MA 02116

RE: Proposal for Confirmatory Hazmat Survey
Design Development through Construction Administration
Driscoll School
64 Westbourne Terrace, Brookline, MA

Dear Mr. Gray:

CDW Consultants, Inc. (CDW) is pleased to present this proposal to Johnathon Levi Architecture (Client) to conduct a confirmatory hazardous materials survey, prepare Design Development and Construction Documents and provide construction administration for the Driscoll School, in Brookline, Massachusetts (Site). The Client shall provide scaled building plans and detailed final design. This work will be conducted in accordance with USEPA guidelines.

Our proposal includes the following Scope of Services, Schedule of Services, Fee for Services, Assumptions and Limitations, and Terms and Conditions.

SCOPE OF SERVICES
CDW’s proposed Scope of Services is categorized in the following tasks:

Task 1. Confirmatory Hazardous Building Survey
The confirmatory survey will be conducted some destructive sampling of asbestos-containing materials (ACM), to evaluate additional ACM sampling locations (hidden areas, roofing etc.), to identify additional lead-based paint (LBP) sampling locations. This task includes an allowance for a contractor to assist and repair destructive sampling.

CDW will prepare a final summary report and drawing revisions depicting the locations of ACM identified in the interior and exterior of the subject building. Client to provide scaled building plans in CADD. An updated abatement cost estimate will be prepared.

Task 3. Design Development and Construction Documents
CDW will prepare one (1) set of preliminary design development specifications (3 sections) and drawings related to hazardous materials for the project. CDW will prepare a preliminary construction cost estimate for identified ACM and hazardous materials. CDW will attend up to one (1) project meeting to confirm final design.

For construction documents, CDW will prepare construction document technical specifications
related to asbestos and universal and hazardous materials present and/or likely to be encountered during building renovations/demolition. Three technical specification sections are included (Asbestos, Universal Wastes/Hazardous Materials & LBP) for the construction document phase (60%, 90% and 100%). The preparation of detailed site plans, locational surveys, or other drawings is not included herein.

Task 4. Construction Administration
CDW will attend one construction kick off meeting and review technical specification contractor submittals related to asbestos abatement and hazardous materials abatement.

Task 5. Abatement Project Monitoring
CDW will conduct daily project monitoring in accordance with USEPA Asbestos Hazard Emergency Response Act (AHERA) regulations during asbestos abatement. CDW will document the quantities, locations, and types of asbestos-containing materials (ACM) abated, and conduct visual inspections to ensure the proper containment work area preparations have been completed to perform the work in accordance with the construction technical specifications related to asbestos and hazardous materials abatement. CDW’s labor cost for project monitoring during abatement activities is based upon a total of one person for (70) 8-hour shifts on-site, assuming work will occur during 1st shift daytime hours.

CDW will provide daily air monitoring during asbestos abatement to ensure the abatement procedures used by the asbestos abatement contractor are appropriate, and that contractor activities are coordinated with the construction manager for efficiency. CDW assumes that the construction manager will be available to assist in coordinating other work that may occur at the Site during the hazardous materials abatement activities.

CDW will prepare daily field notes for the amounts and types of asbestos-containing materials (ACM) and other hazardous materials (OHM) abated. CDW’s notes will be compared and reconciled daily with contractor’s written summary of quantities abated to ensure accurate recordkeeping by the Contractor. CDW will notify you if issues arise during abatement regarding the reconciliation of quantities of ACM and OHM removed.

CDW will collect air samples for laboratory analysis using Phase Contrast Microscopy (PCM) during abatement activities. Clearance air sampling and analysis will be performed in accordance with AHERA regulations. For work areas where the total amount of ACM abated exceeds 260 linear feet or 160 square feet, analysis will be conducted via Transmission Electron Microscopy (TEM), per AHERA regulations. Up to 400 PCM and up to 50 TEM air samples are included herein.

Upon completion, CDW will compile the abatement notes and quantities into a single Final Abatement Closure Report. The Report will summarize the work completed and provide clearance letters prior to demolition.
SCHEDULE OF SERVICES
CDW will commence work on this project upon receipt of written authorization to proceed. The schedule for completion of these tasks is based upon Client’s needs and from written authorization to proceed. This proposal may be subject to change based upon final design.

FEE FOR SERVICES
For this project, as defined in SCOPE OF SERVICES, compensation shall be on a fixed fee lump sum follows:

Task 1. Confirmatory Hazmat Survey
- Labor: $7,360
- Contractor: $5,500
- ACM Samples: $5,000
- LBP Samples: $750
  **Task 1 Subtotal**: $18,610

Task 2. Summary Report and Cost Estimate
- Labor: $5,680
  **Task 2 Subtotal**: $5,680

Task 3. Design Development and Construction Documents
- Labor: $6,680
  **Task 3 Subtotal**: $6,680

Task 4. Construction Administration
- Labor: $4,000
  **Task 4 Subtotal**: $4,000

Task 5. Abatement Project Monitoring
- Labor (Report and PM): $10,750
- Expenses: Licensed Project Monitor (70 Shifts): $67,200
- PCM Samples: $8,000
- TEM Samples: $5,000
  **Task 5 Subtotal**: $90,950

  **Total Project Cost**: $125,920

ASSUMPTIONS AND LIMITATIONS
The above scope assumes free and clear access at the scheduled time of the survey. Hidden, latent or inaccessible areas identified during the course of the initial inspection or upon subsequent abatement or demolition activities are not included in the preliminary scope, above. The building must be vacant for through survey. Project monitoring costs are based upon similar size buildings and a fully staffed crew (8-10) people per shift.
TERMS AND CONDITIONS
CDW will accept applicable Terms and Conditions of the Contract for Designer Services (i.e., the Prime Agreement) between Brookline Public Schools and Jonathan Levi Architecture/MSBA.

Please sign a copy of this agreement. Retain a copy for your files and return the other to us, the receipt of which shall constitute Notice-to Proceed. If you have any questions, please do not hesitate to contact Bill Betters at extension 27. We look forward to working with you on this project. Thank you for considering CDW Consultants, Inc.

Very truly yours,

CDW CONSULTANTS, INC.

AGREED AND ACCEPTED BY CLIENT:

William J. Betters, PG, LSP
Director of Environmental Services

Name__________________________

Title__________________________
CONTRACT FOR DESIGNER SERVICES
AMENDMENT NO. 5

WHEREAS, the TOWN OF BROOKLINE (“Owner”) and JONATHAN LEVI ARCHITECTS LLC. (the “Designer”) (collectively, the “Parties”) entered into a Contract on August 31, 2018, (“Contract”) for Designer Services for the New Construction of the Michael Driscoll Elementary School, Abatement and Demolition of the Existing School, Site Improvements and All Associated Work at the 64 Westbourne Terrace, Brookline, MA 02446; and

WHEREAS, the scope of this work is summarized in the attached Proposal for basic Geo-Environment Engineering Services and Geotechnical Services including Supplemental Subsurface Exploratory Services for Geo-Environmental and Geotechnical Services from McPhail Associates, Inc.; and

WHEREAS, Contract Amendment No. 2 was approved by the Town of Brookline on January 17, 2020; and
WHEREAS, Contract Amendment No. 3 was approved by the Town of Brookline on March 18, 2020; and
WHEREAS, Contract Amendment No. 4 was approved by the Town of Brookline on March 18, 2020; and

WHEREAS, effective as of March 26, 2020, the parties wish to amend the contract, as amended:

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Amendment, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Owner hereby authorizes this Contract Amendment No. 5 for the total value of $340,725.00. This Amendment is based on McPhail’s Geo-Environmental Engineering Services Proposal, dated March 4, 2020 for $134,200.00; McPhail’s Geotechnical Services Proposal, dated April 2, 2020, for $189,475.00; and McPhail’s Subsurface Exploratory Services for Geo-Environmental and Geotechnical for $17,050.00 for the Driscoll School. The Designer is herein authorized to commence the services outlined in this Amendment, pursuant to the terms and conditions set forth in the Contract, as amended.

2. For the performance of services required under the Contract, as amended, the Designer shall be compensated by the Owner in accordance with the following Fee for Basic Services:

<table>
<thead>
<tr>
<th>Fee for Basic Services</th>
<th>Original Contract</th>
<th>Previous Amendments</th>
<th>Amount of This Amendment</th>
<th>Total of All Amendments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Feasibility Study/Schematic</td>
<td>$1,179,260</td>
<td>$ 500</td>
<td>$ 0</td>
<td>$ 1,179,760</td>
</tr>
<tr>
<td>Design Phase</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CA #2 - Design Development</td>
<td>$ 0</td>
<td>$ 1,814,766</td>
<td>$ 0</td>
<td>$ 1,814,766</td>
</tr>
<tr>
<td>Documents Phase</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CA #2 - Construction</td>
<td>$ 0</td>
<td>$ 2,540,672</td>
<td>$ 0</td>
<td>$ 2,540,672</td>
</tr>
<tr>
<td>Documents Phase</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CA #2 - Bidding Phase</td>
<td>$ 0</td>
<td>$ 290,363</td>
<td>$ 0</td>
<td>$ 290,363</td>
</tr>
</tbody>
</table>
CA #2 - Construction Phase

<table>
<thead>
<tr>
<th></th>
<th>$0</th>
<th>$2,540,672</th>
<th>$0</th>
<th>$2,540,672</th>
</tr>
</thead>
</table>

CA #2 - Completion Phase

<table>
<thead>
<tr>
<th></th>
<th>$0</th>
<th>$72,590</th>
<th>$0</th>
<th>$72,590</th>
</tr>
</thead>
</table>

CA #3 - Geotechnical Engineering – Geothermal Test Well

<table>
<thead>
<tr>
<th></th>
<th>$0</th>
<th>$117,673</th>
<th>$0</th>
<th>$117,673</th>
</tr>
</thead>
</table>

CA #3 - Acoustical Engineering – Noise Sound Measurements

<table>
<thead>
<tr>
<th></th>
<th>$0</th>
<th>$5,500</th>
<th>$0</th>
<th>$5,500</th>
</tr>
</thead>
</table>

CA #4 – HAZMAT Consulting

<table>
<thead>
<tr>
<th></th>
<th>$0</th>
<th>$138,512</th>
<th>$0</th>
<th>$138,512</th>
</tr>
</thead>
</table>

CA #5 – Geo-Environmental & Geotechnical, Subsurface

<table>
<thead>
<tr>
<th></th>
<th>$0</th>
<th>$340,725</th>
</tr>
</thead>
</table>

Extra Services Estimate – $15,263 Remaining

|                      | $0  | $0         | $0  | $0         |

Total Fee

| $1,179,260 | $7,521,248 | $340,725 | $9,041,233.00 |

This Amendment is required to provide the basic geo-environmental and geotechnical services including the supplemental subsurface exploratory services for both geo-environmental and geotechnical as required to support the project.

3. The Construction Budget shall be as follows:

   Original Budget: $93,335,813
   Amended Budget: $93,197,301

4. The Project Schedule shall be as follows:

   Original Schedule:
   Phase 1 Substantial Completion – 11/4/2022
   Phase 2 Substantial Completion – 8/31/2024

   Amended Schedule

   Phase 1 – New Building, Roadways and Sidewalk Work
   Phase 2 – Abatement & Demolition of Existing Building, Geothermal Wells & Site Improvements

5. This Amendment contains all of the terms and conditions agreed upon by the Parties as amendments to the original Contract, as amended. No other understandings or representations, oral or otherwise, regarding amendments to the original Contract, as amended, shall be deemed to exist or bind the Parties, and all other terms and conditions of the Contract, as amended, remain in full force and effect.
IN WITNESS WHEREOF, the Owner, with the prior approval of the Authority, and the Designer have caused this Amendment to be executed by their respective authorized officers.

**OWNER:**

________________________
(print name)

________________________
(print title)

By: ______________________
(signature)

Date: _____________________

**DESIGNER:**

________________________
(print name)

________________________
(print title)

By: ______________________
(signature)

Date: _____________________
3 April 2020

Mr. Jim Rogers
Principal
LEFTFIELD Project Management
225 Franklin Street, 26th Floor
Boston, MA 02110

Re: Fee Proposal, Geotechnical Services
Driscoll School, Brookline MA

Dear Jim,

Attached please find a proposal from McPhail for Geotechnical services to be performed as a subconsultant to JLA.

Fee
As described in Article 4.11 of the Contract for Designer Services, the services associated with this proposal are to be invoiced on a lump sum basis as Extra Services, plus the 10% standard markup specified in Articles 9.1 and 9.1.1.

Task 1: Exploration and Report $47,000
Task 2: Design Assistance $8,500
Task 3: Submittal Review $8,500
Task 3: Construction Monitoring $108,250

Subtotal $172,250

10% markup $17,225

Total $189,475

Please do not hesitate to contact me if you would like us to clarify or modify our assumptions, or if there is anything represented here which does not conform to your expectations.

Sincerely,

Philip Gray
Associate Principal
Jonathan Levi Architects
March 4, 2020

Jonathan Levi Architects
266 Beacon Street
Boston, MA 02116

Attention: Mr. Philip Gray

Reference: Driscoll School; Brookline, Massachusetts
Proposal for Final Geotechnical and Construction Phase Engineering Services

Ladies and Gentlemen:

We are pleased to present our proposal for providing final geotechnical and construction phase engineering services for the above-referenced project.

Background

The existing Michael Driscoll School fronts onto Westbourne Terrace to the north, and is bounded by Bartlett Street to the west. Bartlett Crescent parallels the school to the southwest. Currently, an existing 2 to 3-story brick school building occupies the northern portion of the site, a playground, an athletic field and tennis courts are present at the southern and eastern ends of the school property. The existing ground surface across the project site generally slopes from north to south ranging from approximately Elevation +125 along Westbourne Street to about Elevation +103 along Washington Street.

Based on the information provided to us, the proposed 4-story Driscoll School building will occupy a footprint of approximately 43,900 square feet. The proposed structure will include a basement level that extends beneath the majority of the building footprint. Within the northern and eastern portions of the building, the basement will occupy a footprint of approximately 20,300 square feet at approximately Elevation +87.5. The northern portion of the basement will contain the gymnasium, locker rooms, storage, and mechanical space. The first floor of the new building is understood to be at approximately Elevation +105.5 with a portion of the first-floor space along extending beyond the basement footprint to the south.

A preliminary subsurface exploration program was completed by McPhail in November 2018 for geotechnical purposes as part of a feasibility study for the proposed project. At that time, the proposed building footprint and lowest level slab elevations had not been identified. Based on the recent information provided to us by JLA, the proposed building footprint and associated lowest level slab elevations have been determined and additional borings are recommended to complete our foundation engineering design study and recommendations. Specifically, it is recommended that eight (8) additional borings be completed within the proposed building footprint to obtain further subsurface information as part of the development of our final geotechnical engineering design recommendations. It is anticipated that excess soil will be generated from construction of the proposed below-grade portions of the development which will require off-site disposal. In addition,
construction dewatering is anticipated to be required in order to perform the building excavations at the site which are anticipated to extend below the groundwater level for construction of the foundations, and also to provide for management of water which may become trapped within the excavation areas following periods of precipitation. Accordingly, McPhail provided JLA with a scope of work fee proposal dated January 16, 2020 for geoenvironmental engineering services related to soil pre-characterization and preparation of a Soil Management Plan (SMP) to provide recommendations for handling, management, on-site reuse and off-site reuse or disposal of excavated site soils. Our scope of work in the January 16, 2020 proposal also included groundwater sampling and analysis and preparation of temporary construction dewatering discharge permit application.

In addition, we propose herein to provide design assistance services to assist the design team through the various design phases of the project.

Lastly, we propose to provide construction phase monitoring during the construction phase of the project.

The proposed scope of services contained herein includes the following six (6) tasks:

- **Task 1 – Subsurface Exploration & Final Foundation Engineering Report**
- **Task 2 – Design Assistance Services**
- **Task 3 – Construction Phase Submittal Review**
- **Task 4 – Construction Phase Monitoring Services**

**Task 1 – Subsurface Exploration & Final Foundation Engineering Report**

In order to provide final foundation design recommendations, we propose to perform a subsurface exploration program consisting of eight (8) borings. The borings would be located within the area of the proposed building footprint and would be advanced to an approximate depth of 50 feet below ground surface or to refusal, whichever is encountered first. If bedrock is encountered within the proposed depth of the excavation, we propose to perform one (1) 5-foot long rock core. The borings would include continuous sampling through fill deposit and standard 5-foot sampling afterwards through the underlying natural soil deposits. Samples of the fill material obtained from the eight (8) borings will be submitted for chemical testing, which is addressed in detail in the following Task 2 section of this proposal. In addition, three (3) observation wells would be installed within the completed borings. The borings will be completed utilizing truck-mounted drilling equipment. The borings are anticipated to take nine (9) days to complete and the cost of the drilling subcontractor is estimated to be $24,500.

We propose to provide the following geotechnical engineering services associated with the subsurface exploration program and final foundation design study:
1. Subcontract with a qualified drilling subcontractor to perform the borings described above and clear utilities with Dig-Safe;

2. Provide a field engineer to observe the explorations, to obtain representative soil samples, to monitor the groundwater levels within the completed explorations, to prepare detailed field logs, to make modifications to the subsurface exploration program depending upon actual conditions encountered, and to determine the existing ground surface elevation at each borehole utilizing vertical control indicated on the site survey;

3. Prepare a detailed subsurface exploration plan and exploration logs;

4. Perform final geotechnical engineering analyses related to foundation design;

5. Prepare a final foundation engineering report presenting results of the subsurface explorations and providing final foundation recommendations, including recommendations for the proposed temporary earth support as well as subsurface cross-sections and contour plans of the top of the natural sand deposit; and

6. Attend up to three (3) team meetings to discuss the geotechnical aspects of foundation design and construction.

The lump sum fee to complete Task 1 is $47,000, which includes an estimated cost of $24,500 for the drilling contractor.

**Task 2 – Design Assistance Services**

We propose to provide geotechnical design phase services to the design team. During the final design phase, our services would include the following:

1. Preparation of the earthwork, soil management and temporary excavation support sections of the project specifications;

2. Review foundation-related drawings as a coordination check that the foundation design recommendations are properly incorporated into the Construction Documents for the project;

3. Provide the layout of the underslab and foundation drainage system for inclusion on the foundation drawings; and

4. Provide consultation to the design team during the design phase to assist with geotechnical engineering-related aspects of the project.

The lump sum fee to complete Task 2 is $8,500.
**Task 3- Construction Phase Submittal Review**

This task item includes providing consultation in connection with the review of various submittals by the Contractor regarding:

1. Construction dewatering re-charge system;
2. Earth Support System;
3. Proposed soil disposal facilities;
4. Excavation methods and sequence;
5. Backfill material sources and placement methods; and

The lump sum fee to complete **Task 3** is $8,500.

**Task 4- Construction Monitoring Services**

During the construction period, it is recommended that McPhail be retained to monitor the geotechnical and geoenvironmental-related construction work for compliance with the requirements of the Contract Documents. Our proposed fee for geotechnical and geoenvironmental construction monitoring services is a combined fee since the services will be performed in conjunction with one another and by the same field and project managers from our office.

Specifically, we proposed to provide the following construction monitoring services:

1. Provide a field engineer to observe the following earthwork-related foundation construction activities:
   a. Observing the installation of the earth support system;
   b. Preparation of foundation bearing surfaces;
   c. Placement and compaction of soil backfill materials, including field density testing;
   d. Performing required quality control soil testing including laboratory sieve and compaction tests;
   e. Monitor segregation of soils during excavation and loading onto trucks for off-site disposal, manage the Material Shipping Records, and perform monitoring for total volatile organics (TVOC) with Photo Ionization
Detector (PID) and odors that may be generated during the excavation of the natural organic soils;

2. Prepare field reports summarizing the progress of the work and our observations of the geotechnical and geoenvironmental-related construction activities, including any deviations by the Contractors from the requirements of the Contract Documents. Field reports would be submitted on a monthly basis; and

3. Attend job meetings as required to provide consultation on geotechnical or geoenvironmental-related issues and problems which may arise during the course of the work.

We estimate our fee for providing the field engineer, with the associated oversight and engineering consultation to be about $3,500 per half-time week (20 hours on-site) and $6,000 per full-time week (40 hours on-site).

For the purposes of this proposal, we have assumed our presence on-site will be required for fifteen (15) full-time (40-hour) weeks and four (4) part-time (20-hour) weeks. In addition, the fee includes a $50 per day per PID equipment cost or $4,250 for seventeen (17) weeks for providing one (1) PID as outlined in Item 1.e. Therefore, predicated on the assumed time on site, our lump sum fee to complete **Task 4** is $108,250.

Our proposed budget is based on our presence on-site during normal shift hours (7 am to 3:30 pm) Monday through Friday.

Our total fee would be dependent upon the duration of our required presence on the site, which is a function of the Contractor’s scheduling, phasing of activities and progress. Should our presence on the site be required for a greater or lesser period, the cost of our field representative’s time would be adjusted accordingly.

Invoices for services would be submitted monthly and payment would be due within 30 days. The Client agrees to pay interest at the rate of 1.5 percent per month on monies outstanding in excess of 30 days and reasonable collection costs on monies outstanding in excess of 90 days.
**Estimated Fee Summary**

The lump sum fees for the above Tasks are summarized as follows:

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Subsurface Investigation &amp; Final Foundation Engineering Report</td>
<td>$47,000</td>
</tr>
<tr>
<td>2</td>
<td>Design Assistance Services</td>
<td>$8,500</td>
</tr>
<tr>
<td>3</td>
<td>Construction Phase Submittal Review</td>
<td>$8,500</td>
</tr>
<tr>
<td>4</td>
<td>Construction Phase Monitoring Services</td>
<td>$108,250</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$172,250</strong></td>
</tr>
</tbody>
</table>

**Terms and Conditions**

The Client agrees to provide right of entry to the site in order that the subsurface exploration program can be performed. While the geotechnical engineer will take reasonable precautions to avoid damage to property, subterranean structures or utilities, the Client agrees to hold the geotechnical engineer harmless for any damage to subterranean structures or utilities not shown on the plans furnished or evident in the field. Utilities are required to be cleared by the drilling subcontractor with Dig-Safe. The Client agrees to accept the condition of the site after the explorations have been completed.

Since the Client agrees that McPhail has neither created or contributed to the creation of any hazardous materials, oil, or other environmental pollutants that is now or may be introduced or discovered on the project site in the future, the Client agrees to defend, indemnify, and hold harmless McPhail, its subcontractors, agents, officers, and employees from and against any and all claims for damages and all associated expenses incurred as a result of claims sustained or alleged by any person or entity other than the client, based upon a release of environmental contaminants or pollutants, any governmental fines or penalties related to environmental contaminants or pollutants, or any bodily injury or property damage caused by the release, removal, assessment, or investigation of hazardous materials associated with the subject project, except to the extent that such claims arise out of the negligence or willful misconduct of McPhail.

It is hereby understood that the presence of our field representative on the site will be solely for the purpose of construction monitoring for the above-described construction. Our work does not include supervision or direction of the actual work of the Contractor or his employees. The Contractor should be informed that neither the presence of our field representative nor the observations and testing of our firm shall relieve him in any way from his responsibility concerning defects discovered in his work. It is also understood that we will not be responsible in any way for job site safety as this will be the sole responsibility of the Contractor.
The engineer's liability for damages due to professional negligence in performing engineering services will be limited to an amount not to exceed $1,000,000 in accordance with the terms and conditions of our policy.

Invoicing for services would be submitted monthly and payment would be due within 30 days. The Client agrees to pay interest at the rate of 1.5 percent per month on monies outstanding in excess of 30 days and collection costs on monies outstanding in excess of 90 days.

We appreciate being invited to submit this proposal and look forward to the opportunity of being of service to you on this project. To authorize us to proceed with the services proposed above, please sign and return a copy of this letter.

Should you have any questions, please do not hesitate to contact us.

Very truly yours,

McPHAIL ASSOCIATES, LLC

JONATHAN LEVI ARCHITECTS

Nicholas D. Hodge

BY

Joseph G. Lombardo, Jr., L.S.P.

DATE

N:\Working Documents\Proposals\6693 Driscoll School Geotech_CM 030420.docx

NDH/jgl
3 April 2020

Mr. Jim Rogers
Principal
LEFTFIELD Project Management
225 Franklin Street, 26th Floor
Boston, MA 02110

Re: Fee Proposal, Geoenvironmental Services
Driscoll School, Brookline MA

Dear Jim,

Attached please find a proposal from McPhail for Geoenvironmental services to be performed as a subconsultant to JLA.

Fee
As described in Article 4.11 of the Contract for Designer Services, the services associated with this proposal are to be invoiced on a lump sum basis as Extra Services, plus the 10% standard markup specified in Articles 9.1 and 9.1.1.

Task 1: Exploration and Management Plan $103,500
Task 2: Groundwater testing and permit $9,500
Task 3: LSP Services $9,000

Subtotal $122,000

10% markup $12,200

Total $134,200

Please do not hesitate to contact me if you would like us to clarify or modify our assumptions, or if there is anything represented here which does not conform to your expectations.

Sincerely,

Philip Gray
Associate Principal
Jonathan Levi Architects
March 4, 2020

Jonathan Levi Architects  
266 Beacon Street  
Boston, MA 02116  

Attention: Mr. Philip Gray  

Reference: Driscoll School; Brookline, Massachusetts  
Proposal for Geoenvironmental Engineering Services

Ladies and Gentlemen:

We are pleased to present our proposal for providing geoenvironmental engineering services for the above-referenced project.

Background

The existing Michael Driscoll School fronts onto Westbourne Terrace to the north, and is bounded by Bartlett Street to the west. Bartlett Crescent parallels the school to the southwest. Currently, an existing 2 to 3-story brick school building occupies the northern portion of the site, a playground, an athletic field and tennis courts are present at the southern and eastern ends of the school property. The existing ground surface across the project site generally slopes from north to south ranging from approximately Elevation +125 along Westbourne Street to about Elevation +103 along Washington Street.

Based on the information provided to us, the proposed 4-story Driscoll School building will occupy a footprint of approximately 43,900 square feet. The proposed structure will include a basement level that extends beneath the majority of the building footprint. Within the northern and eastern portions of the building, the basement will occupy a footprint of approximately 20,300 square feet at approximately Elevation +87.5. The northern portion of the basement will contain the gymnasium, locker rooms, storage, and mechanical space. The first floor of the new building is understood to be at approximately Elevation +105.5 with a portion of the first-floor space along extending beyond the basement footprint to the south.

A preliminary subsurface exploration program was completed by McPhail Associates, LLC in November 2018 for geotechnical purposes as part of a feasibility study for the proposed project. At that time, the proposed building footprint and lowest level slab elevations had not been identified. Based on the recent information provided to us by Jonathan Levi Architects (JLA), the proposed building footprint and associated lowest level slab elevations have been determined and additional borings are recommended to complete our foundation engineering design study and recommendations.

Our proposed scope of geotechnical engineering services will be provided to JLA under separate cover.
Further, McPhail prepared a Phase I Environmental Site Assessment (ESA) for the property dated November 30, 2018. As documented therein, the report concluded that no Recognized Environmental Conditions (RECs) were identified with respect to the property. However, as documented therein, according to the Massachusetts Department of Environmental Protection (DEP) Waste Site database, the subject site is listed with the DEP under Release Tracking Number (RTN) 3-14448 due to a 120-day release condition. As reported by others, RTN 3-14448 is associated with a release of No. 4 fuel oil to soils which was encountered during the replacement of one (1) fuel oil underground storage tank (UST). As identified by the DEP database, RTN 3-14448 was closed out under a Class A-2 Response Action Outcome in April of 1997 and a Permanent Solution (regulatory closure) has been achieved for the release.

**Geoenvironmental Engineering Services**

Excess soil will be generated from construction of the proposed below-grade portions of the development which will require off-site disposal. It is currently estimated based on the plans and slab elevations provided that approximately 24,200 cubic yards of existing fill and natural soil may require off-site reuse/disposal. Prior to general excavation, we recommend that site soils be pre-characterized to the planned depth of excavation for off-site disposal in accordance with current Massachusetts Department of Environmental Protection (DEP) Policy. Accordingly, we propose to prepare a Soil Management Plan (SMP) to provide recommendations for handling, management, on-site reuse and off-site reuse or disposal of excavated site soils.

Construction dewatering is anticipated in order to perform the building excavations at the site which are anticipated to extend below the groundwater level for construction of the foundations, and also to provide for management of water which may become trapped within the excavation areas following periods of precipitation. It will be necessary to discharge construction dewatering effluent into the town storm drainage system if on-site recharge is not feasible. It is recommended that groundwater testing be performed to evaluate potential dewatering and potential off-site discharge costs during construction.

In addition, we propose to provide design assistance services to assist the design team through the various design phases of the project.

The proposed scope of services contained herein includes the following three (3) tasks:

- **Task 1 – Subsurface Exploration & Soil Management Plan**
- **Task 2 – Groundwater Testing for Construction Dewatering Permit**
- **Task 3 – LSP Profiles for Proposed Soil Disposal Facilities**
Task 1 – Subsurface Exploration & Soil Management Plan

Based on information provided by to us, it is anticipated that up to 24,200 cubic yards of excess soil (including 20,000 cubic yards of fill material and 4,200 cubic yards of underlying natural soil) may be generated from within the new building footprint during development of the subject site. Prior to general excavation, it is recommended that site soils be pre-characterized to the planned depth of excavation for off-site disposal in accordance with current DEP Policy.

The intent of pre-characterizing the site soils for off-site disposal is to allow the earthwork contractor to conduct a mass excavation and load truck trailers directly for the transportation of excess soils off-site (i.e. "load and go" method). Otherwise, stockpiling and testing of soils on-site would be required to be conducted concurrent with earthwork activities. Based on the size of the proposed project site, this method of soil characterization would significantly hinder the Contractor’s earthwork production, therefore precharacterization is recommended.

Off-site disposal of regulated material is currently governed by the DEP's "Interim Remediation Waste Management Policy for Petroleum Contaminated Soils", Policy #WSC-94-400, dated April 21, 1994 and DEP Policy #COMM-97-001 entitled "Reuse and Disposal of Contaminated Soils at Massachusetts Landfills", dated August 15, 1997. Analytical requirements set forth by the above referenced policies include chemical analysis for total petroleum hydrocarbons, volatile organics, RCRA-8 metals or MCP-14 metals, semivolatile organic compounds (SVOCs), PCB's, pH, reactivity, conductivity and flashpoint. Additional analysis for the presence of TCLP (leachable) metals may be required based upon the levels of total metals identified.

In general, regulated and less than RCS-1 receiving facilities require that disposal characterization be performed at a frequency of 1 sample for every 500 cubic yards of fill material and 1 sample for every 1,000 cubic yards of natural soil. Due to the configuration of the basement and the elevations of the lowest level slabs, it is anticipated that laboratory testing of 50 samples will be required to characterize the estimated 20,000 cubic yards of excess fill and 4,200 cubic yards of excess natural soil for construction of the proposed building.

We propose to complete 18 geoenvironmental borings, spaced in a grid pattern across the proposed building footprint in order to obtain representative samples of the fill and natural soils for laboratory analysis. Each boring would extend to the full depth of the proposed excavation or to the top of natural deposit, whichever is deeper. Anticipated depths are based on the lowest level slabs elevations as provided to us by JLA and the anticipated depth to the natural bearing deposit obtained within the previous borings. Estimated depths and volumes of soil to be excavated are indicated in the table below:
Below is the table for the lowest level slab elevation:

<table>
<thead>
<tr>
<th>Lowest Level Slab Elevation</th>
<th>Approximate Area of Excavation (Square Feet)</th>
<th>Depth of Excavation (Feet)</th>
<th>Volume of Soil (Cubic Yards)</th>
</tr>
</thead>
<tbody>
<tr>
<td>+105.5</td>
<td>23,600</td>
<td>6</td>
<td>5,300±</td>
</tr>
<tr>
<td>+87.5</td>
<td>20,300</td>
<td>25</td>
<td>18,900±</td>
</tr>
<tr>
<td><strong>Total Area</strong></td>
<td><strong>43,900</strong></td>
<td><strong>Total Volume</strong></td>
<td><strong>24,200±</strong></td>
</tr>
</tbody>
</table>

Once the laboratory results of the precharacterization testing have been received from the testing laboratory, the results of our explorations would be presented in a Soil Management Plan which would provide recommendations for off-site disposal of soil from the subject site.

It is anticipated that the geoenvironmental borings will be completed alongside the Geotech borings and will require an additional four (4) rig-days to complete on top of the nine (9) rig days for the geotechnical explorations.

Our proposed scope of engineering services for **Task 1** will include the following:

1. Subcontract with a qualified drilling subcontractor to perform the borings described above and clear utilities with Dig-Safe;

2. Provide a field engineer to observe the explorations, to obtain representative soil samples, to monitor the groundwater levels within the completed explorations, to prepare detailed field logs, to make modifications to the subsurface exploration program depending upon actual conditions encountered, and to determine the existing ground surface elevation at each borehole utilizing vertical control indicated on the site survey;

3. Prepare a detailed subsurface exploration plan and exploration logs;

4. Provide a field engineer to obtain representative soil samples and to prepare field logs;

5. Screen soil samples obtained from the borings, for the presence of total volatile organics (TVOC) utilizing a photoionization detector (PID);

6. Prepare and submit 50 soil samples obtained from the explorations for laboratory analyses for the off-site disposal parameters as referenced above. Additionally, chemical testing for the presence of TCLP metals will be performed, as required, based upon our review of the initial chemical testing as referenced above. It is anticipated that approximately 50% of the samples will require TCLP Lead testing;

7. Review the soil chemical test results with respect to the applicable reporting thresholds contained in the MCP; and

8. Prepare a Soil Management Plan (SMP) based on the results of the soil characterization. The SMP will classify the soil across the site to the proposed depth.
of excavation. In addition, the SMP will contain appropriate figures indicating where different soil classifications exist and relevant summary tables. Finally, the SMP will identify the appropriate types of receiving facilities for the excess soil.

The lump sum fee to complete **Task 1** is $103,500, which includes the estimated fee of $9,200 for the drilling contractor and an allowance of $79,500 for the soil chemical testing.

Based on our experience preparing SMPs, it is recommended that an allowance of $8,500 should be carried to include one (1) extra day of borings and an allowance of $5,000 for chemical testing which may be required to delineate between soil disposal precharacterization categories, dependent on the results of the chemical testing.

**Task 2 – Groundwater Testing for Temporary Construction Dewatering Permit**

A groundwater discharge permit from the US Environmental Protection Agency (EPA) and possibly the Massachusetts Department of Environmental Protection (DEP) will be required in order to legally discharge groundwater off-site. Given the size of the site (greater than one-acre) a US EPA Construction General Permit (CGP) is required. The permit requires chemical analysis of groundwater samples obtained from the site. If the contaminant concentrations in the groundwater sample are above the Remediation General Permit (RGP) effluent limits, then a US EPA Remediation General Permit (RGP) would be required in addition to the CGP. The RGP would also require submittal to the DEP.

To assess the future dewatering permit needed for the project, we recommend obtaining one (1) groundwater sample to submit for testing and evaluation. Therefore, we propose to perform the following groundwater testing services associated with future preparation of the temporary construction dewatering permit application:

1. Provide a field engineer to develop one (1) groundwater monitoring well in preparation for sampling;

2. Obtain one (1) groundwater sample from the existing monitoring wells and submit the sample to a Massachusetts DEP-certified chemical testing laboratory for analyses for the parameters required under the US EPA Remediation General Permit (RGP) for Massachusetts Discharge MAG910000. The sample will be tested for the following parameters: total suspended solids (TSS), total residual chlorine (TRC), total petroleum hydrocarbons (TPH), cyanide, volatile organic compounds (VOCs), semivolatile organic compounds (SVOCs), total and dissolved Priority Pollutants (PP-13) metals, total phenols, pH and polychlorinated biphenyls (PCBs);

3. Prepare a dewatering submittal describing the dewatering system and treatment processes, if required, for review by the Design Team.
The lump sum fee to complete **Task 2** above is $9,500 which includes an allowance of $2,000 for chemical testing charged by the laboratory.

*It should be noted that further compliance testing will be required during the off-site discharge of treated groundwater pursuant to the provisions of the Remedial General Permit. The compliance testing criteria is established by the EPA upon issuance of the NPDES discharge permit and therefore an accurate cost associated with the testing cannot be provided at this time.*

**Task 3 - LSP Profiles for Proposed Soil Disposal Facilities**

This task item includes providing geoenvironmental engineering services associated with the preparation of LSP profiles for the off-site disposal of excavated soil. The proposed scope of service includes:

1. Prepare profiles for the disposal facilities which will include an opinion letter written by a Licensed Site Professional (LSP), the chemical test data, a sampling location plan, and a table summarizing the chemical test data; and

2. Prepare Bills of Lading and/or Material Shipping Records to record the disposal of the excess excavated material, as required by the MCP and DEP's soil management policies.

The lump sum fee to complete **Task 3** is $9,000, which assumes that a maximum of six (6) LSP disposal profiles will be required to be prepared.

**Estimated Fee Summary**

The lump sum fees for the above Tasks are summarized as follows:

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Subs</td>
<td>Subsurface Exploration &amp; Soil Management Plan</td>
<td>$103,500</td>
</tr>
<tr>
<td>2 G</td>
<td>Groundwater Testing for Construction Dewatering Permit</td>
<td>$9,500</td>
</tr>
<tr>
<td>3 L</td>
<td>LSP Profiles for Proposed Soil Disposal Facilities</td>
<td>$9,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$122,000</strong></td>
</tr>
</tbody>
</table>
Contingency Allowance

As documented in our November 2018 Phase I ESA Report, the site is a DEP listed release site under RTN 3-14448 associated with a release of fuel oil identified during the replacement of a now former fuel oil UST. The release condition was closed with the DEP and no further action is required under RTN 3-14448. However, given that the scope of redevelopment includes the complete demolition and removal of the existing school building, it is assumed that closure and removal of the replacement UST will be required. Therefore, for budgeting purposes, we recommend an allowance for the following scope of services associated with the UST closure/removal:

1. Provide a field representative for on-site oversight (up to 1 day) of the cleaning of the UST and to obtain soil samples from the sides and bottom of the UST;

2. Screen soil samples with a PID for the presence of total volatile organics;

3. Submit up to two (2) soil samples for laboratory analysis for the presence of extractable petroleum hydrocarbons (EPH) and volatile petroleum hydrocarbons (VPH); and

4. Provide a summary memorandum or letter of the results of soil screening and testing including a data summary table and sample location plan to the Client, including recommendations for DEP/MCP compliance action, if identified.

The lump sum fee for the above scope of work is $3,000.

Terms and Conditions

The Client agrees to provide right of entry to the site in order that the subsurface exploration program can be performed. While the geotechnical engineer will take reasonable precautions to avoid damage to property, subterranean structures or utilities, the Client agrees to hold the geotechnical engineer harmless for any damage to subterranean structures or utilities not shown on the plans furnished or evident in the field. Utilities are required to be cleared by the excavating subcontractor with Dig-Safe. The Client agrees to accept the condition of the site after the explorations have been completed.

Since the Client agrees that McPhail has neither created or contributed to the creation of any hazardous materials, oil, or other environmental pollutants that is now or may be introduced or discovered on the project site in the future, the Client agrees to defend, indemnify, and hold harmless McPhail, its subcontractors, agents, officers, and employees from and against any and all claims for damages and all associated expenses incurred as a result of claims sustained or alleged by any person or entity other than the client, based upon a release of environmental contaminants or pollutants, any governmental fines or penalties related to environmental contaminants or pollutants, or any bodily injury or property damage caused by the release, removal, assessment, or investigation of hazardous
materials associated with the subject project, except to the extent that such claims arise out of the negligence or willful misconduct of McPhail.

In addition, our scope does not include the level and frequency of chemical testing that would be required should unanticipated levels of contaminants be detected (e.g. unusually high levels of metals or contaminants indicative of a Hazardous Waste as defined in 310 CMR 30.0000). Should the results of the chemical testing indicate that the soil is subject to the DEP notification criteria contained in the Massachusetts Contingency Plan 310 CMR 40.0000, additional geoenvironmental engineering services will be required, for which a work scope and estimated fees will be provided. The actual scope and fees for the additional work, if any, will be dependent upon the results of the chemical testing to be undertaken as indicated in the work scope proposed herein.

The engineer's liability for damages due to professional negligence in performing engineering services will be limited to an amount not to exceed $1,000,000 in accordance with the terms and conditions of our policy.

Invoicing for services would be submitted monthly and payment would be due within 30 days. The Client agrees to pay interest at the rate of 1.5 percent per month on monies outstanding in excess of 30 days and collection costs on monies outstanding in excess of 90 days.

We appreciate being invited to submit this proposal and look forward to the opportunity of being of service to you on this project. To authorize us to proceed with the services proposed above, please sign and return a copy of this letter.

Should you have any questions, please do not hesitate to contact us.

Very truly yours,

McPHAIL ASSOCIATES, LLC

Nicholas D. Hodge

Joseph G. Lombardo, Jr., L.S.P.

JONATHAN LEVI ARCHITECTS

BY

DATE

N:\Working Documents\Proposals\6693 Driscoll School Geonv SMP Rev1 030420.docx

NDH/jgl
3 April 2020

Mr. Jim Rogers
Principal
LEFTFIELD Project Management
225 Franklin Street, 26th Floor
Boston, MA 02110

Re: Fee Proposal, Geotechnical and Geoenvironmental Subsurface Exploratory Services
Driscoll School, Brookline MA

Dear Jim,

Attached please find a proposal from McPhail for supplemental Geotechnical and Geoenvironmental subsurface exploratory services to be performed as a subconsultant to JLA.

**Fee**

As described in Article 4.11 of the Contract for Designer Services, the services associated with this proposal are to be invoiced on a lump sum basis as Extra Services, plus the 10% standard markup specified in Articles 9.1 and 9.1.1.

<table>
<thead>
<tr>
<th>Task 4: Supplemental Geoenvironmental</th>
<th>$11,500</th>
</tr>
</thead>
<tbody>
<tr>
<td>10% markup</td>
<td>$1,150</td>
</tr>
<tr>
<td>Task 5: Supplemental Geotechnical</td>
<td>$4,000</td>
</tr>
<tr>
<td>10% markup</td>
<td>$400</td>
</tr>
</tbody>
</table>

**Total** $17,050

Please do not hesitate to contact me if you would like us to clarify or modify our assumptions, or if there is anything represented here which does not conform to your expectations.

Sincerely,

Philip Gray
Associate Principal
Jonathan Levi Architects
April 2, 2020

Jonathan Levi Architects
266 Beacon Street
Boston, MA  02116

Attention:   Mr. Philip Gray

Reference:  Driscoll School; Brookline, Massachusetts
Proposal for Supplemental Geoenvironmental and Geotechnical
Engineering Services

Ladies and Gentlemen:

We are pleased to present our proposal for providing supplemental geoenvironmental
engineering services for the above-referenced project. The proposed scope of work is being
provided as a supplement to our March 4, 2020 proposal for geoenvironmental engineering
services and our March 4, 2020 proposal for geotechnical engineering services. Task
numbers referenced herein are numerically sequenced to the March 4 proposals.

Background

Two (2) subsurface exploration programs have been completed by McPhail Associates, LLC
in November 2018 for preliminary geotechnical purposes and more recently during February
2020 for geotechnical and geoenvironmental purposes. In general, the results of testing
identified the presence of the constituents analyzed at concentrations typical to fill material
and/or consistent with background for the natural soil samples. However, the presence of
tetrachloroethene ("PCE", a chlorinated volatile organic compound "CVOC") was detected in
a sample of fill obtained from boring B-106, S8 (14-15 feet) at a concentration of 2
milligrams per kilogram (mg/kg) which exceeds the applicable RCS-1 Reportable
Concentration of 1 mg/kg as contained in the Massachusetts Contingency Plan 310 CMR
40.0000 (MCP). Accordingly, the detection of PCE is considered to be a Reportable
Condition that requires notification to the DEP within 120 days of the owner or operator of
the subject property obtaining knowledge of the release condition via the filing of a Release
Notification Form (RNF) to the DEP.

Geoenvironmental Task 4: Supplemental Geoenvironmental Services

McPhail proposes a supplemental phase of geoenvironmental subsurface explorations at the
site to obtain soil samples from within the vicinity of the identified release of PCE at boring
B-106 to further assess the nature and extent of soil contamination, provide
recommendations for remedial response actions, and characterize the contaminated soil for
off-site reuse, recycling or disposal. Therefore, we propose to advance a total of 9 borings,
to determine the extent of the contamination within the vicinity of borings B-106.

One boring will be completed adjacent to B-106 to further assess the vertical depth of
contamination and to install a groundwater observation well at this location to assess
possible impacts to groundwater. A series of four (4) borings will then be completed approximately 5 to 10 feet away from the original boring B-106 location in north, south, east, and west directions. A second series of four (4) borings would be completed an additional 10 feet away from the first series. Our initial approach to testing would be to test the soil samples nearest the original boring locations first. Pending results of that testing, the second-level boring samples would only be submitted for testing if the results of the initial testing do not adequately define the extent of contamination. For budgeting purposes, our chemical testing fee detailed below assumes that testing will be performed on each of the 10 soil samples.

Our proposed scope of supplemental geoenvironmental engineering services will include the following:

1. Subcontract with a qualified drilling subcontractor to perform the geoprobes, install the groundwater monitoring well and clear utilities with Dig-Safe;

2. Provide a qualified field engineer or geologist to mark the exploration locations in the field by taping from existing site features, to monitor the explorations, to obtain representative soil samples, to monitor the groundwater levels in the completed explorations, to prepare detailed field logs, to make modifications to the subsurface exploration program depending upon actual conditions encountered and to determine the existing ground surface elevation at each exploration location

3. Screen soil samples obtained from the geoprobes with a MiniRAE 3000 (or equivalent) photoionizer for the presence of total volatile organic compounds (TVOC);

4. Based on the results of our research, soil screening and field observations, submit up to 10 soil samples for testing for the presence of volatile organic compounds (VOCs);

5. Obtain and submit one sample of groundwater to be installed at the location of boring B-106 for the presence of VOCs;

6. Review the chemical test results with respect to the applicable reporting thresholds contained in the MCP;

7. Prepare an Environmental Conditions summary memorandum based on the results of the supplemental exploration program including requirements/recommendations for MCP compliance; and

8. Prepare an Addendum to the Soil Management Plan which will contain an estimate of the quantity of PCE contaminated soil, update color-coded soil reuse plan and recommendations for management and off-site reuse of the affected soil.
The cost of chemical testing charged by the laboratory is predicated upon a turnaround time (TAT) of five (5) business days. The fee for engineering services would be based on a multiple of 2.5 times salary cost for technical personnel directly attributable to the project plus any direct expenses (e.g. chemical testing) at cost plus 15 percent.

The lump sum fee for the scope of geoenvironmental engineering services listed above in Items 1 through 8 is $11,500, which includes the drilling subcontractor and an allowance of up to $2,200 for the maximum scope of chemical testing (the minimum estimated chemical testing fee is approximately $1,000).

**Geotechnical Task 5: Supplemental Geotechnical Subsurface Exploration**

In addition to the proposed supplemental geoenvironmental scope of work, based on our recent discussions with JLA, boring B-109 and B-110 encountered possible bedrock at an elevation above the proposed lowest level slab. Although these borings were outside of the basement area, additional explorations are recommended to determine the bedrock elevation within the basement area closest to these borings to further assess possible impacts to foundation design and construction.

In order to provide final foundation design recommendations, we propose to perform a subsurface exploration program consisting of two (2) borings. The borings would be located within the area of the proposed elevator pit on the southwestern portion of the basement level and would be advanced to an approximate depth of 25 feet below ground surface or to refusal, whichever is encountered first. If bedrock is encountered within the anticipated depth of the foundation excavation, we propose to perform one (1) 5-foot long rock core. The borings will be completed utilizing track-mounted drilling equipment. The borings are anticipated to take one (1) day to complete and the cost of the drilling subcontractor is estimated to be $3,000.

We propose to provide the following geotechnical engineering services associated with the subsurface exploration program and final foundation design study:

1. **Subcontract with a qualified drilling subcontractor to perform the borings described above and clear utilities with Dig-Safe;**

2. **Provide a field engineer to observe the explorations, to obtain representative soil samples, to monitor the groundwater levels within the completed explorations, to prepare detailed field logs, to make modifications to the subsurface exploration program depending upon actual conditions encountered, and to determine the existing ground surface elevation at each borehole utilizing vertical control indicated on the site survey.**

The lump sum fee to complete Geotechnical Task 5 is $4,000, which includes an estimated cost of $2,700 for the drilling contractor. This results from the additional borings, will be
incorporated with the Final Foundation Engineering Report to be completed as part of Task 1 of the March 4, 2020 geotechnical engineering services proposal.

**Estimated Fee Summary**

The lump sum fees for the above Tasks are summarized as follows:

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>Supplemental Geoenvironmental Engineering Services</td>
<td>$11,500</td>
</tr>
<tr>
<td>5</td>
<td>Supplemental Geotechnical Engineering Subsurface Investigation</td>
<td>$4,000</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>$15,500</strong></td>
</tr>
</tbody>
</table>

**Terms and Conditions**

The Client agrees to provide right of entry to the site in order that the subsurface exploration program can be performed. While the geotechnical and geoenvironmental engineer will take reasonable precautions to avoid damage to property, subterranean structures or utilities, the Client agrees to hold the geotechnical and geoenvironmental engineer harmless for any damage to subterranean structures or utilities not shown on the plans furnished or evident in the field. Utilities are required to be cleared by the excavating subcontractor with Dig-Safe. The Client agrees to accept the condition of the site after the explorations have been completed.

Since the Client agrees that McPhail has neither created or contributed to the creation of any hazardous materials, oil, or other environmental pollutants that is now or may be introduced or discovered on the project site in the future, the Client agrees to defend, indemnify, and hold harmless McPhail, its subcontractors, agents, officers, and employees from and against any and all claims for damages and all associated expenses incurred as a result of claims sustained or alleged by any person or entity other than the client, based upon a release of environmental contaminants or pollutants, any governmental fines or penalties related to environmental contaminants or pollutants, or any bodily injury or property damage caused by the release, removal, assessment, or investigation of hazardous materials associated with the subject project, except to the extent that such claims arise out of the negligence or willful misconduct of McPhail.

The engineer's liability for damages due to professional negligence in performing engineering services will be limited to an amount not to exceed $1,000,000 in accordance with the terms and conditions of our policy.

Invoicing for services would be submitted monthly and payment would be due within 30 days. The Client agrees to pay interest at the rate of 1.5 percent per month on monies outstanding in excess of 30 days and collection costs on monies outstanding in excess of 90 days.
We appreciate being invited to submit this proposal and look forward to being of continued service to you and the design team on this challenging project. To authorize us to proceed with the services proposed above, please sign and return a copy of this letter.

Should you have any questions, please do not hesitate to contact us.

Very truly yours,

McPHAIL ASSOCIATES, LLC

Nicholas D. Hodge

Joseph G. Lombardo, Jr., L.S.P.

JONATHAN LEVI ARCHITECTS

BY

DATE
CONTRACT FOR PROJECT MANAGEMENT SERVICES
AMENDMENT NO. 2

WHEREAS, the Town of Brookline (“Owner”) and LEFTFIELD, LLC, (the “Owner’s Project Manager”) (collectively, the “Parties”) entered into a Contract for OPM Services for the Driscoll Elementary School on March 25, 2019, “Contract”; and

WHEREAS, the scope of this work is summarized in the attached invoices for printing and delivery of the Application to the Inspector General for use of CM at Risk Construction Delivery Services and for advertising the Legal Notice for the CM at Risk Request for Qualifications; and

WHEREAS, Contract amendment No. 1 was approved by the Town of Brookline on January 3, 2020; and

WHEREAS, effective as of April 8, 2020, the parties wish to amend the contract, as amended:

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Amendment, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Owner hereby authorizes the Owner’s Project Manager to print the Application to the Inspector General for use of CM at Risk Construction Delivery Method and to advertise the Legal Notice for the CM at Risk procurement process for the amount of $588.59, pursuant to the terms and conditions set forth in the Contract, as amended.

2. For the performance of services required under the Contract, as amended, the Owner’s Project Manager shall be compensated by the Owner in accordance with the Fee for Basic Services shown below:

<table>
<thead>
<tr>
<th>Fee for Basic Services</th>
<th>Original Contract</th>
<th>Previous Amendments</th>
<th>Amount of This Amendment</th>
<th>After This Amendment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schematic Design Phase:</td>
<td>$34,015</td>
<td>$0</td>
<td>$0</td>
<td>$34,015</td>
</tr>
<tr>
<td>Design Development Phase:</td>
<td>$0</td>
<td>$347,375</td>
<td>$0</td>
<td>$347,375</td>
</tr>
<tr>
<td>Construction Documents Phase:</td>
<td>$0</td>
<td>$310,000</td>
<td>$0</td>
<td>$310,000</td>
</tr>
<tr>
<td>Bidding Phase:</td>
<td>$0</td>
<td>$110,000</td>
<td>$0</td>
<td>$110,000</td>
</tr>
<tr>
<td>Construction Phase:</td>
<td>$0</td>
<td>$2,280,000</td>
<td>$0</td>
<td>$2,280,000</td>
</tr>
<tr>
<td>Completion Phase:</td>
<td>$0</td>
<td>$135,000</td>
<td>$0</td>
<td>$135,000</td>
</tr>
<tr>
<td>Advertising &amp; Printing</td>
<td>$0</td>
<td>$0</td>
<td>$588.59</td>
<td>$588.59</td>
</tr>
<tr>
<td>Total Fee</td>
<td>$34,015</td>
<td>$3,182,375</td>
<td>$588.89</td>
<td>$3,216,978.89</td>
</tr>
</tbody>
</table>

OPM Contract Amendment No. 2
Driscoll School Project  
Town of Brookline, MA

This Amendment is for printing and advertising associated with the CM at Risk procurement process.

3. The Construction Budget shall be as follows:

   Original Budget: $92,909,563
   Amended Budget: $92,791,890

4. The Project Schedule shall be as follows:

   Original Schedule: (Building; Site) January 2024; August 2024
   Amended Schedule: 

5. This Amendment contains all of the terms and conditions agreed upon by the Parties as amendments to the original Contract, as amended. No other understandings or representations, oral or otherwise, regarding amendments to the original Contract, as amended, shall be deemed to exist or bind the Parties, and all other terms and conditions of the Contract, as amended, remain in full force and effect.

IN WITNESS WHEREOF, the Owner, with the prior approval of the Town of Brookline, and the Owner’s Project Manager have caused this Amendment to be executed by their respective authorized officers.

OWNER:
TOWN OF BROOKLINE

   (print name)
   (print title)

By: ____________________________
   (signature)
   Date: ____________________________

OWNER’S PROJECT MANAGER:
LEFTFIELD, LLC

   James F. Rogers, Jr.
   (print name)
   Principal
   (print title)

By: ____________________________
   (signature)
   Date: April 8, 2020
# Invoice

**No:** 78375  
**Date:** 01/13/20

**SHIP TO:**
Leftfield, LLC  
225 Franklin Street, 26th Floor  
Boston MA 02110  
Courier Service 1/10/2020 4 pm

<table>
<thead>
<tr>
<th>Acct.No</th>
<th>Ordered by</th>
<th>Phone</th>
<th>P.O. No</th>
<th>Prepared by</th>
<th>Sales Rep</th>
<th>Ship By</th>
</tr>
</thead>
<tbody>
<tr>
<td>8067</td>
<td>Sally Rogers</td>
<td>774-263-4746</td>
<td></td>
<td>Stasia Moskovis</td>
<td>House</td>
<td>Courier Service</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>(1) &quot;Driscoll School OIG Application for CMR 1-9-20&quot; (232 pgs.) ONE Sided 8.5 x 11 Color Copies on 32# Hammermill (pgs. 1 -202) - (pgs. 203 - 232 11 x 17 &amp; Folded to 8.5 x 11 - Insert Tabs - See Notes - 3 Hole Drill &amp; Insert into 3&quot; Clear View Binder</td>
<td>225.15</td>
</tr>
<tr>
<td>1</td>
<td>(1) Driscoll School Transmittal; 1 Sheet, 8.5 x 11, Color Single-Sided, 28# White - LOOSE</td>
<td>1.00</td>
</tr>
</tbody>
</table>

From the BBP team, we appreciate your business and thank you for putting your trust in us. We hope to continue to serve you in the future.

We accept all major credit cards, checks and ACH payments.

Subtotal: $226.15  
Shipping: $15.00  
Postage: $0.00  
Tax: $14.13  
TOTAL: $255.28  
Paid: $0.00  
BALANCE: $255.28  
Terms: Net 30 Days

Subtotal: $241.15  
10% LeftField Fee: $24.12  
Total: $265.27
From: Dillon, Deb <ddillon@wickedlocal.com>
Sent: Monday, January 20, 2020 10:49 AM
To: Jennifer Carlson
Cc: Lynn Stapleton
Subject: PAYMENT RECEIPT: Legal Ad For 1/23/20 Tab Edition

---

On Fri, Jan 17, 2020 at 3:03 PM Dillon, Deb <ddillon@wickedlocal.com> wrote:

Hi Jennifer

Please advise of any corrections, and contact me at 781-433-7998 with prepayment, by noon, Mon 1/20

Thanks!
Deb

On Fri, Jan 17, 2020 at 12:48 PM Jennifer Carlson <jcarlson@leftfieldpm.com> wrote:

Good Afternoon,
TOWN of BROOKLINE
Massachusetts
BUILDING DEPARTMENT

Daniel Bennett
Building Commissioner

TO:   Selectboard/ School Committee

FROM: Ray Masak, PE Project Manager

SUBJECT: Brookline High School- Amendment 16
Design Services (FY 19)

DATE: April 20, 2020

On the Calendar this week, the Building Department is requesting the approval of an amendment for designer services for the subject project in the total amount of $83,220.

The appropriation for this contract was approved by Town Meeting as part of the overall CIP for FY19. This amendment is for additional design services involving the existing third floor of the High School main campus and soil testing. Refer to the Hill memo dated April 14, 2020 and the Rawn memo dated April 14, 2020 for further explanation of services.

The Building Department will be available on Tuesday evening to answer any questions. Thank you for your consideration.
April 14, 2020

Mr. Ray Masak, P.E.
Project Manager
Town of Brookline Building Department
333 Washington Street
Brookline, MA 02445

Re: William Rawn Associates Amendment 16r5 – Add Services

Dear Mr. Masak:

We have received and reviewed WRA’s Amendment Request #16r5 for requested additional design services associated with the 3rd Floor re-design, and additional soil testing at Cypress. Additional design services in this amendment are for two separate tasks and performed by William Rawn Associates (WRA), and McPhail. The services proposed were previously reviewed and commented on by Hill, and the Amendment reflects revisions we support:

Scope #1 is related to 3rd Floor re-design efforts by WRA. Hill had previously received this Add Service request from WRA on 11/27/19 for $107,910 and provided preliminary comments on 1/9/20 back to WRA. They revised and resubmitted it for $69,360, which is $38,550 less than previous request. WRA submits that, although they would typically own designing to a budget in their base service, WRA makes a case that due to timing of decision for the $1M target Value Engineering of the 3rd Floor, they had to perform more detailed field survey of items to remain/reuse now as part of the VE (selective demo/limited new finishes) vs the original scope of a gut renovation.

Scopes #2 & 3 are N/A and deleted from request at the April 14th BBC.

Scope #4 The soil disposal specifications, generated by McPhail, had included estimated quantities of materials for each potential soil classification, which were included in the base bid for disposal of soil materials. McPhail has been working with Skanska to closely monitor that actual soil disposal quantities, including allowing re-use of suitable materials for on-site backfill wherever possible and limit export of materials. Skanska provided notice in February 2020 that they were approaching the material disposal limits in the base bid. As a first recourse, Hill/ToB authorized the use of 1,000 ton capacity of <RCS-2 soils for a lesser classification of <RCS-1 at a premium rate of $2.35/ton. Skanska further notified in March 2020 that they required 2,000 ton more capacity to support remaining foundation and utility excavations and soil disposal. As such, Hill/ToB engaged McPhail to provide (4) additional tests and related updated soil profiles to disposal facilities for acceptance of remaining soils to be disposed offsite; test results are due mid-April.

Hill recommends approval of the $83,220.00 Amendment 16r5.

Very truly yours,

[Signature]

Andy Felix
Project Director
November 27, 2019
Revised: March 30, 2020
Revised: April 14, 2020 - 6pm

Project Name: Brookline High School Expansion Project
Re: Contract Amendment #16
CC: Andy Felix, Sam Lasky

Additional Service Proposal for:
- Project D Third Floor Renovation:
  - Construction Document revisions related to Reduced Renovation Scope
  - Additional field investigation and documentation
- Preparation and Attendance for an Additional Transportation Board Meeting Associated with Bicycle Action Committee comments on roadways and bikeways
- Supplemental Soil Pre-Characterization

Dear Ray,

Following receipt of Town of Brookline and Hill International comments we are resubmitting this proposal for additional services for the 3rd Floor Renovation. We have added an add service proposal for work related to the additional Transportation Board meeting (Bicycle Advisory Committee recommendations) and for supplemental soil pre-characterization at the Cypress Building. The additional service requests are broken out into distinct scopes of work below for clarity:

**Scope 1: Third Floor (Project D) Substantially Revising Construction Drawings Due to Substantial Changes in Complexity After 60% Construction Documents were Issued**

Upon receipt of Skansa’s cost estimate on April 26th (4 weeks late) and subsequent cost reconciliation, it was determined that the High School Expansion Project was over budget. At that time, we worked with the school to significantly reduce the scope of the renovation planned for the 3rd floor project (Project D). The planned, full gut renovation was changed to a selective renovation requiring substantial revisions to the contract documents. Article 8.2.2 allows for additional service requests for substantially revising previously approved drawings due to substantial changes in complexity and bidding methods.
8.2.2 substantially revising previously approved reports, drawings, specifications or other documents to address changes authorized or requested by the Owner, including substantial changes in its size, quality, complexity, design, Budget, and/or bidding method or bid packages, and changes in Applicable Laws;

(a) Notwithstanding the provisions of 8.2.2, revisions prepared by the Designer to keep construction costs within the Project Budget that are required pursuant to Article 4.10 of this Contract to be without additional compensation, or to correct incorrect items for which the Designer has responsibility, shall not be Extra Services;

Although Section 8.2.2 (a) states the Designer is required to keep construction costs within the Project Budget, the change in renovation scope was made 4 weeks after the design team notified the Town and Hill International that WRA was proceeding with Construction Documents (See Sam Lasky’s March 29, 2019 email).

Tasks Performed:
- Remove 60% CD gut renovation design
- Remove previous scope from demolition drawings
- Add new demolition scope and keynotes
- Create demolition photograph drawings outlining those elements on existing walls to remain in place or to be removed.
- New lighting layouts in gut renovation areas (RFS Engineering)
- Capping of existing gas turrets and plumbing (RFS Engineering)
- New MEP/FP in Classroom 370 (RFS Engineering)
- Update front end specifications for separate bid. The 3rd Floor was originally included in the Project B bid package issued in August 2019.

Scope #1 Fee Summary

| RFS:       | $20,000 |
| WRA:       | $49,360 |
| Subtotal:  | $69,360 |

**Scope 2: Third Floor (Project D) Additional Field Work to Identify Selective Demolition Scope:**

Article 8.2.1 allows for additional service requests for preparing measure drawings and detailed construction investigations. Additional field investigations were required because the renovation scope changed from full demolition to selective demolition. The demolition drawings in the bid documents include keynoted existing conditions photographs of each room. These documents reflect the additional work performed by WRA.

Tasks performed:
- Site visits for field measurements and photo documentation
- Update the Revit model
8.2.1 preparing measured drawings and detailed construction investigations documentation for existing buildings when such documentation does not exist;

<table>
<thead>
<tr>
<th>Scope #2 Fee Summary</th>
</tr>
</thead>
<tbody>
<tr>
<td>WRA: $11,840</td>
</tr>
<tr>
<td>Subtotal: $11,840</td>
</tr>
</tbody>
</table>

**Scope 3: Attend and Additional Transportation Meeting Due to Bicycle Advisory Recommendations:**

WRA and HSH prepared for and attended, an additional Transportation Board meeting to participate in a discussion of the Brookline Bicycle Advisory Committee’s recommendations.

<table>
<thead>
<tr>
<th>Scope #3 Fee Summary</th>
</tr>
</thead>
<tbody>
<tr>
<td>HSH: $3,000</td>
</tr>
<tr>
<td>WRA 10% Admin: $300</td>
</tr>
<tr>
<td>WRA: $4,000</td>
</tr>
<tr>
<td>Subtotal: $7,300</td>
</tr>
</tbody>
</table>

Removed for 4/14 BBC meeting. To be discussed with the Town / Hill at a later date.

**Scope 4: Additional Soil Testing (McPhail)**

Supplemental soil pre-characterization services requested by Hill International. The Earthwork contractor and Skanska have exhausted the approved quantity of soil characterized for off-site disposal from the 111 Cypress St project site. Additional soil must be removed from the job site which requires off site disposal. Please see McPhail’s additional service proposal for more information (attached).

<table>
<thead>
<tr>
<th>Scope #4 Fee Summary</th>
</tr>
</thead>
<tbody>
<tr>
<td>McPhail: $12,600</td>
</tr>
<tr>
<td>WRA 10% Admin: $1,260</td>
</tr>
<tr>
<td>Subtotal: $13,860</td>
</tr>
</tbody>
</table>

$83,220

**Additional Service Fee Total:** $102,360

Please note, the additional service request for scopes 1 and 2 are unrelated to the completion of the remaining 40% of Construction Documents and Construction Administration already covered by the Basic Architectural Services (BAS) fee.

Please let us know if you have any questions or comments. We look forward to continuing to work with the Town of Brookline to issue bid documents for the Third-Floor renovation and continue to support construction activities in the field.

Regards,
Andy Jonic, AIA
Senior Associate
William Rawn Associates, Architects Inc.

Attachments: WRA / RFS work plan summary, VE #139 Third Floor Renovation Scope, Sam Lasky email dated March 29, 2019, McPhail proposal, RFS Engineering Proposal, HSH Proposal
ATTACHMENT F

CONTRACT FOR DESIGNER SERVICES
AMENDMENT NO. 16

WHEREAS, the Town of Brookline ("Owner") and William Rawn Associates, Architects Inc., (the "Designer") (collectively, the "Parties") entered into a Contract for Designer Services for the Brookline High School Expansion Project (Purchase Order # 21803108) at the Brookline High School on July 6, 2018, "Contract"; and

WHEREAS, effective as of March 30, 2020, the Parties wish to amend the Contract:

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Amendment, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Owner hereby authorizes the Designer to perform services for the Design Development Phase, the Construction Phases, and the Final Completion Phase of the Project, pursuant to the terms and conditions set forth in the Contract, as amended.

2. For the performance of services required under the Contract, as amended, the Designer shall be compensated by the Owner in accordance with the following Fee for Basic Services:

<table>
<thead>
<tr>
<th>Fee for Basic Services</th>
<th>Original Contract*</th>
<th>After this Amendment:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Feasibility Study Phase</td>
<td>$13,818,720.00</td>
<td>Amendment fee: $102,360</td>
</tr>
<tr>
<td>Schematic Design Phase</td>
<td>$13,818,720.00</td>
<td>$95,160</td>
</tr>
<tr>
<td>Design Development Phase</td>
<td>$13,818,720.00</td>
<td>$13,256.00</td>
</tr>
<tr>
<td>Construction Document Phase</td>
<td>$13,818,720.00</td>
<td>$13,256.00</td>
</tr>
<tr>
<td>Bidding Phase</td>
<td>$13,818,720.00</td>
<td>$13,256.00</td>
</tr>
<tr>
<td>Construction Phase</td>
<td>$13,818,720.00</td>
<td>$13,256.00</td>
</tr>
<tr>
<td>Completion Phase</td>
<td>$13,818,720.00</td>
<td>$13,256.00</td>
</tr>
<tr>
<td>*Includes previous Amendments</td>
<td>$13,818,720.00</td>
<td>$13,921,080.00</td>
</tr>
<tr>
<td>Total Fee</td>
<td>$13,818,720.00</td>
<td>$13,921,080.00</td>
</tr>
</tbody>
</table>

This Amendment is a result of: Additional services related to revised renovation scope for the Third Floor Renovation (Project D), an additional Transportation Board meeting, and supplemental soil pre-characterization for the Cypress Building.

v.10.27.15
3. The Construction Budget shall be as follows:
   
   Original Budget: $n/a
   Amended Budget $n/a

4. The Project Schedule shall be as follows:

   Original Schedule: $n/a
   Amended Schedule $n/a

5. This Amendment contains all of the terms and conditions agreed upon by the Parties as amendments to the original Contract. No other understandings or representations, oral or otherwise, regarding amendments to the original Contract shall be deemed to exist or bind the Parties, and all other terms and conditions of the Contract remain in full force and effect.

IN WITNESS WHEREOF, the Owner, with the prior approval of the Authority, and the Designer have caused this Amendment to be executed by their respective authorized officers.

OWNER

(print name)

(print title)

By (signature)

Date

DESIGNER

Andrew Jonic

(print name)

Senior Associate

(print title)

By

(signature)

Date 03.30.20

v.10.27.15
BHS EXPANSION
Contract Amendment #16 - Additional Services for Third Floor Renovation (Project D)
WRA WORK PLAN
27-Nov-19
30-Mar-20
Please note the tasks outlined below are in above and beyond the remaining 40% CDs and Construction Administration tasks included in WRA’s base contract.

**Scope #1: 3rd Floor Renovation Document Revisions**
Tasks
- Revise Demolition Drawings
- Revise Construction Drawings
- Revise front end specifications for new bid package

<table>
<thead>
<tr>
<th>Name</th>
<th>Hours</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design Princ.</td>
<td>4</td>
<td>$275</td>
<td>$1,100</td>
</tr>
<tr>
<td>Project Mgr</td>
<td>42</td>
<td>$250</td>
<td>$10,500</td>
</tr>
<tr>
<td>Architect I</td>
<td>10</td>
<td>$200</td>
<td>$2,000</td>
</tr>
<tr>
<td>Staff Designer I</td>
<td>298</td>
<td>$120</td>
<td>$35,760</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td>$49,360</td>
</tr>
</tbody>
</table>

**Scope #2: 3rd Floor Existing Conditions Analysis and Documentation**
Tasks
- 4 full day site visits
- Field Measurement
- Photo Documentation of each existing wall
- Revit modelling

<table>
<thead>
<tr>
<th>Name</th>
<th>Hours</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Mgr</td>
<td>20</td>
<td>$250</td>
<td>$5,000</td>
</tr>
<tr>
<td>Architect I</td>
<td>20</td>
<td>$150</td>
<td>$3,000</td>
</tr>
<tr>
<td>Staff Designer I</td>
<td>32</td>
<td>$120</td>
<td>$3,840</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td>$11,840</td>
</tr>
</tbody>
</table>

**Scope #3: Transportation Board Meeting**
Tasks
- Update previous transportation board meeting slides
- Meeting prep conference call
- Attend Transportation Board meeting

<table>
<thead>
<tr>
<th>Name</th>
<th>Hours</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Mgr</td>
<td>16</td>
<td>$250</td>
<td>$4,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td>$4,000</td>
</tr>
</tbody>
</table>

**Total (WRA Fee)**

$65,200
Dear Ray and Donna,

We learned this morning from Hill that Skanska had informed Hill recently that they have not yet started their estimating process for the 60% CD set that was submitted for pricing on March 1, 2019. This estimate was due now and to be reconciled next week.

As you both are well aware, the purpose of this estimate (besides simply being a Town contractual requirement) was to understand the state of the project with respect to cost and the enacted VE choices. This was scheduled with Skanska, Hill and the Town to allow enough time before the May 1, 2019 steel and concrete bid sets and the May 1, 2019 90% STEM set to be able to effect further evaluation of cost reduction strategies if needed.

Without the benefit of this cost estimate by the CM, the Design Team will need to rely solely on PM&C’s estimate. That estimate will not have the benefit of reconciliation or double-check with the CM.

Presuming the PM&C 60% pricing is on-budget, the Design Team will need to proceed to the May 1 deadlines on that basis. If Skanska produces its 60% estimate 4 days before the May 1 deadline (as Hill indicated Skanska had said was the new date), the Design Team will not have time to reconcile with PM&C, nor make any changes to the forthcoming bid and drawing sets. If it is determined after that late estimate that VE is required, the Design Team will seek additional services for that work because of the late arrival of that information. Given the news received this morning, we feel we must share this with you both now.

Sincerely,

Samuel M. Lasky, FAIA, LEED AP BD+C
Principal
d. 617.598.3318 c. 617.872.6438

WILLIAM RAWN ASSOCIATES | Architects. Inc.
10 Post Office Sq. Suite 1010
Boston, MA 02109
t. 617.423.3470
www.rawnarch.com
# CONTRACT AMENDMENT

**Project Name:** Engineering Services  
Brookline High School Campus Expansion

<table>
<thead>
<tr>
<th>Change in Scope</th>
<th>Fee Adjustments</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>(increased, unchanged, or decreased)</em></td>
<td>$20,000</td>
</tr>
</tbody>
</table>

Provide additional engineering services for the re-design of the third floor renovation. The revisions will be as shown on the document provided by WRA titled "Third Floor Renovation, VE#139" dated 5/28/19. The design changes include updating the 60% design documents to reflect the current (reduced) scope of the area.

- Mechanical (8hrs engineer @ $155/hr and 40hrs designer @ $125/hr) = $6,240
- Electrical (8hrs engineer @ $155/hr and 40hrs designer @ $125/hr) = $6,240
- Plumbing (8hrs engineer @ $155/hr and 32hrs designer @ $125/hr) = $4,240
- Fire Protection (2hrs engineer @ $155/hr and 8hrs designer @ $125/hr) = $1,310
- Telecom (4hrs engineer @ $155/hr and 8hrs designer @ $125/hr) = $1,620
- Senior Project Manager (2hrs @ $175/hr) = $350

**Fee Adjustment this Amendment**  
$20,000

<table>
<thead>
<tr>
<th>Last Agreed Upon</th>
<th>New Date of Completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of Completion: N/A</td>
<td>Date of Completion: N/A</td>
</tr>
</tbody>
</table>

Client to sign and return one copy of this form.

For William Rawn Associates Architects, Inc.:  

Signature:  

Type or Print:  

For Rist-Frost-Shumway Engineering, P.C.:  

Signature:  

Type or Print: Chris Shumway, P.E., LEED AP  
Name/Position: President

Rist-Frost-Shumway Engineering, P.C.  
www.rfsengineering.com  
Boston, MA | Laconia, NH | Portland, ME

Copyright© 2019 Rist-Frost-Shumway Engineering, P.C.
Andy J.-

Please have McPhail proceed with testing with a 5-day turn around. We would ask that they expedite updated soil profiles for facility review.

Thanks,
Ian

Ian M. Parks
Project Executive
Hill International, Inc.
75 Second Avenue
Needham, MA 02494
Mobile: 917-562-7028
www.hillintl.com

Hill International

From: Andrew Jonic <AJonic@rawnarch.com>
Sent: Tuesday, March 24, 2020 9:22 AM
To: Parks, Ian <IanParks@hillintl.com>; Vo, Andy <AndyVo@hillintl.com>; Felix, Andy <AndyFelix@hillintl.com>
Subject: FW: Brookline HS Project A Soil Disposal Testing Proposal

Ian,

Attached is McPhail’s proposal for additional soil pre-characterization work on site. If this acceptable to the Town I will include it in the contract amendment proposal for the April BBC. Please send email confirmation that this proposal is acceptable so McPhail can provide these services in the field as soon as possible.

Thank you,

Andy

Andrew Jonic
d. 617.598.3311

WILLIAM RAWN ASSOCIATES | Architects. Inc.
10 Post Office Sq. Suite 1010
Boston, MA 02109
t. 617.423.3470
c. 617.548.4275
Hi, Andy. As requested by Hill International, we have attached our proposal for performing additional soil disposal testing for Project A. Please let us know if you have any questions and we are prepared to start once we receive a signed contract authorizing this work.

Jason S. Huestis

McPHAIL ASSOCIATES, LLC
2269 Massachusetts Avenue
Cambridge, MA 02140
Tel: 617-868-1420 Ext. 337
Direct: 617-340-7337
www.mcphailgeo.com
March 23, 2020

William Rawn Associates, Architects, Inc.
10 Post Office Square, Suite 1010
Boston, MA 02109

Attention: Erik Tellander, AIA, LEED AP BD+C

Reference: Brookline High School Expansion (BHS) – Project A: 111 Cypress Street; Brookline, MA
Proposal for Supplemental Soil Pre-Characterization Services

Ladies and Gentlemen:

In response to the request of Mr. Ian Parks of Hill International, Inc., we are pleased to present our proposal for providing supplemental soil pre-characterization services for proposed Project A - 111 Cypress Street in Brookline, Massachusetts, associated with the Brookline High School (BHS) Expansion.

The Earthwork Contractor and Skanska have exhausted the approved quantity of soil characterized for off-site disposal from the 111 Cypress Street project site. Both have indicated the following volumes of soil remain to be generated and will also require off-site disposal:

- 500 cubic yards to be generated from footing excavations at the south end of Project A;
- 830 cubic yards to be generated from stormwater chamber excavation and stockpiled soil originating from footing excavation north of the MBTA tracks;
- 500 cubic yards to be generated from roadway utility excavations along Brington Street, Cypress Street, and Tappan Street.


Conformance with the existing environmental regulations and policies will necessitate laboratory analytical testing of representative samples of the excess soil to characterize it for off-site disposal. For the purposes of off-site disposal of soil at an in-state landfill, one representative soil sample is required to be analyzed for every 500 cubic yards of material to be transferred to the receiving facility. The laboratory analytical tests to be performed on the soil samples typically include: reactivity, pH, ignitability, total metals (RCRA-8 or 14), volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), total petroleum hydrocarbons (TPH), and Poly-Chlorinated Biphenyls (PCBs). If the results of the testing indicate that the soil does not meet the requirements for disposal at an in-state unlined or lined landfill, additional testing may be required to satisfy testing criteria for asphalt batch plants or out-of-state disposal facilities.
Based on the estimated volumes provided by Skanska, we propose to submit four (4) samples for laboratory analysis.

Additionally, based on the results of the analytical testing we anticipate that up to four (4) disposal facility profiles will need to be updated and resubmitted to each facility for additional approval.

This proposal assumes that the earthwork contractor will facilitate obtaining representative samples by performing test pits for McPhail to collect soil samples. This proposal excludes any contractor costs to perform the test pits.

The cost of chemical testing charged by the laboratory is predicated upon a standard turnaround time (TAT) of five (5) business days. However, it is understood that the laboratory analyses have been requested to be expedited by Hill International. An expedited TAT of 48-hours and 72-hours may be arranged for a premium of 75% and 50%, respectively, charged by the laboratory. These premium costs have been included in our fee below.

Therefore, we propose to perform the following scope of supplemental soil pre-characterization services associated with Project A:

1. Prepare and submit up to four (4) soil samples obtained from the test pits to be analyzed for TPH, VOCs, SVOCs, total RCRA-8 metals or MCP-14 metals, PCBs, pH, reactivity, conductivity and flashpoint as required for off-site disposal. The 5-day turnaround cost of testing for the above analyses is $1,650 for each soil sample ($6,600 for four samples), and is $9,900 and $11,550 for 50% and 75% turnaround time, respectively; and

2. Coordinate the sampling activities with Skanska (test pits to be excavated by others), evaluate and reduce the laboratory data, and update up to four (4) soil facility profile packages and provide each to the Contractor for submittal to the disposal facilities for approval. ($6,000)

The total fee for Items 1 and 2 above is $12,600 to $17,550.

<table>
<thead>
<tr>
<th>Characterization Testing</th>
<th>5 Day Standard Turnaround</th>
<th>3 Day Rush Turnaround (50% Premium)</th>
<th>2 Day Rush Turnaround (75% Premium)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Data Evaluation and update of Soil Profile Packages</td>
<td>$6,600</td>
<td>$9,900</td>
<td>$11,550</td>
</tr>
<tr>
<td>Total Fee:</td>
<td><strong>$12,600</strong></td>
<td><strong>$15,900</strong></td>
<td><strong>$17,550</strong></td>
</tr>
</tbody>
</table>
Our scope of work contained in this proposal excludes work associated with the preparation of regulatory and compliance documents in accordance with the provisions of the Massachusetts Contingency Plan 310 CMR 40.0000 (MCP) in regards to Reportable Conditions that may be identified during completion of our assessment and explorations as detailed herein. Should the results of the chemical testing of soil indicate that a Reporting Condition has been identified pursuant to the provisions of the MCP, additional geoenvironmental engineering services will be required, for which a work scope and estimated fees will be provided to the Client in a separate proposal. The actual scope and fees for the additional work, if any, will be dependent upon the results of the chemical testing and the nature of the release condition(s) identified.

The services proposed herein will be provided in accordance with the terms and conditions presented in the Standard Form of Agreement Between Architect and Consultant (AIA Document C401) dated July 31, 2018 which is incorporated herein by reference.

To authorize us to proceed with the services proposed above, please sign and return a copy of this letter. Should you have any questions, please contact us.

Very truly yours,

McPHAIL ASSOCIATES, LLC

Jason S. Huestis

Thomas J. Fennick, P.E., L.S.P.

WILLIAM RAWN ASSOCIATES, ARCHITECTS, INC.

BY

DATE

N:\Working Documents\Proposals\6324 - BHS - Project A - Supp. Soil Pre-Characterization Services - 032020.docx

JSH/jrf
January 8, 2020

Mr. Andrew Jonic  
Senior Associate  
William Rawn Associates, Architects Inc.  
10 Post Office Square, Suite 1010  
Boston, MA 02109

Re: Brookline High School, Brookline, Massachusetts  
Additional Transportation Services

Dear Andrew:

HSH is pleased to submit this proposal to provide additional transportation services to the design team for the Brookline High School (BHS). We understand that as the school project proceeds into final phasing, demolition, and construction, some outstanding transportation items are still under review by the Town of Brookline. The design team developed a series of comprehensive bicycle/pedestrian improvements to support the existing and future activity on and near the BHS campus and presented these improvements to the Brookline’s Transportation Board on October 2, 2019.

Since that time, the Transportation Board and Bicycle Advisory Committee have continued to review and refine planned streetscape elements related to bicycle facilities, the pedestrian environment, and on-street parking. This proposal requests additional scope and fee under Task 6 - Meetings (as described in our initial proposal\(^1\)), to allow HSH staff to support the on-going review.


Scope

---

ADD-ON TO TASK 6 - MEETINGS

HSH will review and comment on current streetscape plans, as prepared by the design team and/or the Transportation Board, and/or the Bicycle Advisory Committee. We estimate that HSH will attend/participate in up to two team calls. HSH will also attend up to one Town/agency meeting, specifically the January 13, 2020, Transportation Board meeting.

---

\(^1\) Proposal from Howard Stein Hudson to Ms. Sindu Meier, William Rawn Associates, September 8, 2017.
HSII's participation in other additional meetings beyond those listed above will be billed at the rates shown in the attached rate schedule. No design services are included in this task.

**Fees for Services**

Fees will be billed on a Time and Materials basis and in accordance with the attached fee schedule. The fees for labor and direct costs are summarized by task in the table below. The total cost for the scope as described in this letter is estimated at an upset fee limit of $3,000.

<table>
<thead>
<tr>
<th>Task</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Add-on to Task 6 - Meetings</td>
<td>$3,000</td>
</tr>
</tbody>
</table>

Total $3,000

Materials or reimbursable (direct) expenses will be billed at cost plus ten percent. Materials or reimbursable expenses are actual expenditures made by HSH in the interest of the Project and include but are not limited to printing, photocopying, delivery charges, postage, research materials, local transportation, and any other expenses incurred in the interest of the Project. Reimbursable expenses do not include permit filing fees.
Approval

Should this proposal be acceptable to you, this letter can serve as a contract by an authorized signature below and returning a copy to us. Should our understanding of the Project be incorrect or incomplete, or should you have any revisions or changes, please contact me directly and we will incorporate them as directed. Thank you for contacting HSH; we look forward to working with you.

Sincerely,

[Signature]

Guy D. Busa, Jr.
Principal

Approved:

William Rawn Associates, Architects, Inc.

By: ____________________________

Date: ____________________________
### Hourly Billing Rates through June 30, 2020, for Howard Stein Hudson

<table>
<thead>
<tr>
<th>Project Role</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal/Senior Advisor</td>
<td>$210 - $350</td>
</tr>
<tr>
<td>Senior Engineer/Planner</td>
<td>$155 - $255</td>
</tr>
<tr>
<td>Engineer/Planner</td>
<td>$130 - $200</td>
</tr>
<tr>
<td>Junior Engineer/Planner</td>
<td>$105 - $170</td>
</tr>
<tr>
<td>Graphics/Production</td>
<td>$100 - $155</td>
</tr>
<tr>
<td>Co-op/Administrative Assistant</td>
<td>$75 - $140</td>
</tr>
</tbody>
</table>

*Rates subject to annual adjustment on July 1.*
TO: Selectboard/School Committee

FROM: Ray Masak, PE Project Manager

SUBJECT: High School Expansion Project – Construction Management @ Risk (CM@R)
         Skanska Change Order –Pre GMP Amendment 15R1/ CO No. 4/16

DATE: April 20, 2020

On the Calendar this week, the Building Department has submitted a request for Change Order/Amendment Approval for the construction management firm Skanska to perform the following services in the amounts noted below:

- 15 R1/CO No 4 - Misc. Changes –Enabling (40 items)
- 16 – COVID 19 Allowance with No Markups

The HS expansion project was awarded to the contractor Skanska (qualifications based). There are two amendments which includes enabling change order work as well as an allowance for work involving COVID 19. Refer to the Hill memo dated April 14, 2020 for further explanation of these services. The final procurement for the project is forthcoming based on negotiations with Skanska and the project team.

The Building Department will be available to answer any questions you may have. Thank you for your consideration.
April 14, 2020 (revised April 16th)

Mr. Ray Masak, P.E.
Project Manager
Town of Brookline Building Department
333 Washington Street
Brookline, MA 02445

RE: Recommendation to approve Skanska Pre-GMP Amendment #15r1 thru #16

Dear Mr. Masak:

Under separate cover, Skanska USA Building Inc. is submitting original copies of Pre-GMP Amendments for the Expansion of Brookline High School Project for acceptance by the Town of Brookline. Following is summary of each Amendment:

**Pre-GMP Amendment #15r1 – Change Orders:**
This reflects Prime Contract Change Order #4 that formally includes about (40) separate Authorization Requests (ARs) that Hill and WRA have previously reviewed, negotiated where applicable and approved. These are all from the Enabling Phase for work completed last summer and fall. Some are $0 in value, some adds and some offsetting credits (deleting scope or reconciling Owner Allowances. The result is a net add of **$45,978**. In the May BBC, we will have the remaining (12) ARs associated with the Enabling phase rectified and any approved values will finally closeout the Enabling Phase change orders. An itemized summary of PCCO #4 is following:

- **AR #310.065:** Enabling – Construct foundation for temporary stair was less than the allowance assigned. This is a credit (Misc. Scope Change)
- **AR #310.052:** Enabling – Cost to construct foundations for relocated urns. Location not determined and subsequently directed via RFI and Field Bulletin. (Misc. Scope Change)
- **AR #310.050:** Enabling – Credit to re-route services through an added pipe chase that shortened runs significantly. (Misc. Scope Change)
- **AR #310.008:** Enabling – Added cost to Enabling Phase to install a new fire alarm panel that was planned for the STEM building package. This was due to that the warranty on the existing fire alarm panel had elapsed and to make the new panel operable as soon as possible. (Misc. Scope Change)
- **AR #310.049:** Enabling – Cost to locate and trace existing electrical wiring circuits. (Hidden Conditions)
- **AR #310.016:** Enabling – Cost to revise three beams on third floor per RFI #082. (Misc. Scope Change)
- **AR #310.001:** Enabling – FB 003: Delete Gas Booster. Credit. (Misc. Scope Change)
- **AR #310.053:** Enabling – Zero dollars change for clarifications contained in seven RFI’s. (Misc. Scope Change)
- **AR #310.027:** Enabling – Cost to modify temporary egress stairs in field to fit existing conditions. (Misc. Scope Change)
• AR #310.081: Enabling – Revise conduit to MC cable in specific locations due to existing constraints as provided for in the contract. Zero dollars.
• AR #310.082: Enabling – Cost to re-route hot water return. (hidden conditions).
• AR #310.067: Enabling – Credit for unspent allowance on handicap ramp. (Misc. Scope Change)
• AR #310.085: Enabling – Cost to support walls in crawl space expenditure from hold. Zero dollar change. (Unforeseen condition)
• AR #310.080: Enabling – Credit for unspent allowance for drywall patching. (Misc Scope Change)
• AR #310.087: Enabling – Credit for unspent allowance for acoustic ceiling tile and grid (Misc. scope change)
• AR #310.078: Enabling – Cost to floor preparation expenditure from hold. Zero dollars. (unforeseen condition)
• AR #310.079: Enabling – Credit for unspent allowance for painting wall patches. (Misc. Scope Change).
• AR #310.086: Enabling – Credit for unspent allowance for excavation and backfill at temporary handicap ramp (Misc. Scope Change)
• AR #310.032: Enabling – Cost to provide rated partition at stairway. (Misc. scope change).
• AR #310.041: Enabling – Cost for overtime, weekend work three weeks before start of school. (CM contingency expenditure).
• AR #310.059: Enabling – Cost for overtime, weekend work two weeks before start of school. (CM contingency expenditure).
• AR #310.060: Enabling – Cost for overtime, weekend work one week before start of school. (CM contingency expenditure).
• AR #310.063: Enabling – Repair crack in foundation wall to remain. (hidden condition).
• AR #310.035: Enabling – Cost to provide enclosure over temporary walkway (Misc. Scope Change)
• AR #310.061: Enabling – Cost for added Jersey barriers requested by Town. (Misc. Scope Change)
• AR #310.056: Enabling – Cost for temporary handrail. (CM contingency expenditure).
• AR #310.075: Enabling – Cost for fire alarm tie in of H-V 1 (error/omission).
• AR #310.044: Enabling – Cost for adding power to trap primer. (error/omission).
• AR #310.054: Enabling – Cost for correcting saw cut power line in slab. (hidden condition).
• AR #310.055: Enabling – Cost for overtime, for dry valve test. (CM contingency expenditure).
• AR #310.030: Enabling – Cost for painting and cleaning teachers room 317 adjacent to demolition, per request of Town. (misc scope change).
• AR #310.077: Enabling – Cost to relocate a differential pressure sensor. Zero dollars (clarification).
• AR #310.070: Enabling- Cost for Ground Penetrating Radar investigation of basement slab. (hidden conditions)
• AR #310.076: Enabling- Cost for Tree Protection (Misc. Scope Change)
• AR #310.057: Enabling- Cost to construct dummy walls on two levels (CM contingency expenditure)
• AR #310.058: Enabling- Cost to perform site cleaning (CM contingency expenditure)
• AR #310.091: Enabling- Electrical re-route utilizing new pipe chase (CM contingency expenditure).
• AR #310.066: Enabling – Cost for overtime, weekend work the weekend before start of school. (CM contingency expenditure).
• AR #310.085: Enabling - Cost for added railing to temporary ramp. (Misc. scope change).
• AR #310.088: Enabling – Cost for selective cutting of the parapet after demolition of the STEM wing concluded. (Hidden Conditions)

**Pre-GMP Amendment #16 – COVID-19:**
Skanska is requesting that a new $52,804 allowance be established to fund costs associated with emergency responses to COVID-19. Although not spelled out within this Amendment request, Skanska had previously indicated via email that this allowance would be for initial costs of disinfecting and carpenter material costs for creating improved hand wash stations, signage and other elevated safety implementations required by the Governor’s orders.

**Pre-GMP Amendment #17 & #18:** These were two discussed during the BBC and based on comments received, Skanska and Hill will coordinate revisions and schedule resubmittal prior to a Special BBC requested within next 1-2 weeks.

Based on the above, we recommend approval of this Pre-GMP Amendments.

Very truly yours,

Andrew Felix, MCPPO
Project Director
Date: APRIL 8, 2020
Reference: Skanska Project No. 1318014 – Expansion & Renovation of Brookline High School (Project A and Project B) – Pre-GMP Amendment No. 015R1

Mr. Raymond Masak, Project Manager
TOWN OF BROOKLINE BUILDING DEPARTMENT
333 Washington Street, 3rd Floor
Brookline, MA 02445

Dear Mr. Masak:

Skanska USA Building Inc. is pleased to provide you with the attached Pre-GMP Amendment No. 015 for the above referenced project, originally submitted on March 5, 2020 and Resubmitted on April 8, 2020. The summary of this amendment has been organized to include the addition of the items listed above to the amount previously approved in the base contract.

Please do not hesitate to contact me with any questions.

Sincerely,

SKANSKA USA BUILDING INC.

PETER K. ROCHE

Peter K. Roche
Senior Project Manager

CC: Dan Lanneville, Jim Craft, Rob Mulligan, Anna Lee, Mary Groves (Skanska USB)
Andy Felix, Ian Parks, Paul Kalous, Andy Vo (Hill International)
Samuel .asky, Andy Jonic (William Rawn Associates)
Change Order

PROJECT: (Name and address)
Expansion of Brookline High School,
(Project A and Project B)
Brookline, MA 02445

OWNER: (Name and address)
Town of Brookline, Massachusetts, by and
through the Board of Selectmen of
Brookline
333 Washington Street, Brookline, MA
02445

CONTRACT INFORMATION:
Contract For: Construction
Date: July 24, 2018

ARCHITECT: (Name and address)
William Rawn Associates Architects Inc.
10 Post Office Square, Suite 1010, Boston,
Massachusetts 02109

CONTRACTOR: (Name and address)
Skanska USA Building Inc.
101 Seaport Boulevard, Suite 200, Boston,
MA 02210

CHANGE ORDER INFORMATION:
Change Order Number: Pre-GMP
Amendment 015 R1
Date: April 8, 2020

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Prime Contract Change Order 004

See Exhibit E, Schedule of Values for all Values.

Pre-GMP Amendment 15A - Sub/Trade Contract Awards: $0
Pre-GMP Amendment 15R - PCCO 004: $45,978

Neither the Contract Sum, the pre-GMP(s) or the Contract Time (or eventually the final GMP or the Substantial and Final Completion Dates) upon which said Contract Sum is based contemplates any project delays, suspensions, disruptions, cost escalations or other impacts caused, directly or indirectly, by Coronavirus.

The original Contract Sum was

$ 476,928.00

The net change by previously authorized Change Orders

$ 119,914,524.00

The Contract Sum prior to this Change Order was

$ 120,391,452.00

The Contract Sum will be increased by this Change Order in the amount of

$ 45,978.00

The new Contract Sum including this Change Order will be

$ 120,437,430.00

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be See Exhibit D

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.
<table>
<thead>
<tr>
<th>Firm name</th>
<th>Signature</th>
<th>Printed Name and Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>William Rawn Associates Architects Inc.</td>
<td>[Signature]</td>
<td>[Printed Name and Title]</td>
<td>[Date]</td>
</tr>
<tr>
<td>Skanska USA Building Inc.</td>
<td>[Signature]</td>
<td>[Printed Name and Title]</td>
<td>[Date]</td>
</tr>
<tr>
<td>Town of Brookline</td>
<td>[Signature]</td>
<td>[Printed Name and Title]</td>
<td>[Date]</td>
</tr>
</tbody>
</table>
TO OWNER – CONSTRUCTION MANAGER AGREEMENT FOR EXPANSION OF BROOKLINE HIGH SCHOOL, (PROJECT A and PROJECT B)

Pursuant to Article 6.1.2 of the Owner – Construction Manager Agreement dated July 24, 2018 and Article VII of the General Conditions of the Contract between the Town of Brookline, Massachusetts, by and through the Board of Selectmen of Brookline (Owner) and Skanska USA Building Inc. (Construction Manager), for construction of the Expansion of Brookline High School, (Project A and Project B) (the Project), the Owner and Construction Manager establish an interim price to allow an interim phase of construction services to proceed prior to the execution of the Guaranteed Maximum Price (GMP) amendment. This Amendment shall also serve as the Notice to Proceed (NTP) for the Construction Manager to perform this initial phase of construction services.

EXHIBITS TO AMENDMENT:

Exhibit A: Document List
Exhibit B: List of Allowances & Scope Holds
Exhibit C: Assumptions, Qualifications & Clarifications
Exhibit D: Contract Time
Exhibit E: Schedule of Values
Exhibit F: Schedule of Alternate Prices
Exhibit G: Schedule of Unit Prices
Exhibit H: Time Limit for Acceptance

Exhibit I: Prime Contract Change Order 004 dated April 8, 2020
This agreement is made as of the ___8th___ day of ___April___ by and between the Town of Brookline and Skanska USA Building Inc.

SKANSKA USA BUILDING INC.

By: [Signature]

Date: 4/8/20

Dan Lanneville, Senior Vice President / Account Manager
APPROVAL OF OWNER: TOWN OF BROOKLINE

Building Commission

Janet Fierman, Chairman

George Cole, Member

Kenneth Kaplan, Member

Karen Breslawski, Member

Nathan E. Peck, Member

School Committee

Helen Charlupski, Member

Suzanne Federspiel, Member

Jennifer Monopoli, Member

Barbara Scotto, Member

Selectboard

Bernard W. Greene, Chair

Benjamin J. Franco, Member

Nancy S. Heller, Member

Heather Hamilton, Member

Raul Fernandez, Member

Julie Schreiner-Oldham, Chair

Susan Wolf Ditkoff, Member

Michael Glover, Member

David Pearlman, Member

Sharon Abramowitz, Member

Confirmation of Availability of Funds:

Town Comptroller
Mr. Raymond Masak, Project Manager

TOWN OF BROOKLINE BUILDING DEPARTMENT
333 Washington Street, 3rd Floor
Brookline, MA 02445

Dear Mr. Masak:

Skanska USA Building Inc. is pleased to provide you with the attached Pre-GMP Amendment No. 016 for the above referenced project. The summary of this amendment has been organized to include the addition of the items listed above to the amount previously approved in the base contract.

Please do not hesitate to contact me with any questions.

Sincerely,

SKANSA USA BUILDING INC.

PETER K. ROCHE

Peter K. Roche
Senior Project Manager

CC: Dan Laneville, Jim Craft, Rob Mulligan, Anna Lee, Mary Groves (Skanska USB)
    Andy Feix, Ian Parks, Paul Kalous, Andy Vo (Hill International)
    Samuel Lasky, Andy Jonic (William Rawn Associates)
**AIA Document G701™ – 2017**

**Change Order**

<table>
<thead>
<tr>
<th>PROJECT: (Name and address)</th>
<th>CONTRACT INFORMATION:</th>
<th>CHANGE ORDER INFORMATION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expansion of Brookline High School, (Project A and Project B) Brookline, MA 02445</td>
<td>Contract For: Construction</td>
<td>Change Order Number: Pre-GMP Amendment No. 016</td>
</tr>
<tr>
<td>OWNER: (Name and address)</td>
<td>Date: July 24, 2018</td>
<td>Date: April 8, 2020</td>
</tr>
<tr>
<td>Town of Brookline, Massachusetts, by and through the Board of Selectmen of Brookline 333 Washington Street, Brookline, MA 02445</td>
<td>ARCHITECT: (Name and address)</td>
<td>CONTRACTOR: (Name and address)</td>
</tr>
<tr>
<td></td>
<td>William Rawn Associates Architects Inc.</td>
<td>Skanska USA Building Inc.</td>
</tr>
<tr>
<td>10 Post Office Square, Suite 1010, Boston, Massachusetts 02109</td>
<td></td>
<td>101 Seaport Boulevard, Suite 200, Boston, MA 02210</td>
</tr>
</tbody>
</table>

**THE CONTRACT IS CHANGED AS FOLLOWS:**

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Establish an Owner Allowance to fund emergency expenditures associated with Coronavirus / COVID-19.

See Exhibit E, Schedule of Values for all Values.

Pre-GMP Amendment 16a: $52,804
Pre-GMP Amendment 16b - PCCO: $0

Neither the Contract Sum, the pre-GMP(s) or the Contract Time (or eventually the final GMP or the Substantial and Final Completion Dates) upon which said Contract Sum is based, contemplates any project delays, suspensions, disruptions, cost escalations or other impacts caused, directly or indirectly, by Coronavirus, other than as expressly stated herein.

The original Contract Sum was $476,928.00
The net change by previously authorized Change Orders $119,960.502.00
The Contract Sum prior to this Change Order was $120,437,430.00
The Contract Sum will be increased by this Change Order in the amount of $52,804.00
The new Contract Sum including this Change Order will be $120,490,234.00

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be See Exhibit D

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.
<table>
<thead>
<tr>
<th>Architect</th>
<th>Contractor</th>
<th>Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>William Rawn Associates Architects Inc.</td>
<td>Skanska USA Building Inc.</td>
<td>Town of Brookline</td>
</tr>
<tr>
<td>Signature</td>
<td>Signature</td>
<td>Signature</td>
</tr>
<tr>
<td>Printed Name and Title: Daniel P. Lanneville, Sr. VP</td>
<td>Printed Name and Title:</td>
<td>Printed Name and Title:</td>
</tr>
<tr>
<td>Date: 4/9/20</td>
<td>Date:</td>
<td>Date:</td>
</tr>
</tbody>
</table>
TO OWNER – CONSTRUCTION MANAGER AGREEMENT FOR EXPANSION OF BROOKLINE HIGH SCHOOL, (PROJECT A and PROJECT B)

Pursuant to Article 6.1.2 of the Owner – Construction Manager Agreement dated July 24, 2018 and Article VII of the General Conditions of the Contract between the Town of Brookline, Massachusetts, by and through the Board of Selectmen of Brookline (Owner) and Skanska USA Building Inc. (Construction Manager), for construction of the Expansion of Brookline High School, (Project A and Project B) (the Project), the Owner and Construction Manager establish an interim price to allow an interim phase of construction services to proceed prior to the execution of the Guaranteed Maximum Price (GMP) amendment. This Amendment shall also serve as the Notice to Proceed (NTP) for the Construction Manager to perform this initial phase of construction services.

EXHIBITS TO AMENDMENT:

Exhibit A: Document List
Exhibit B: List of Allowances & Scope Holds
Exhibit C: Assumptions, Qualifications & Clarifications
Exhibit D: Contract Time
Exhibit E: Schedule of Values
Exhibit F: Schedule of Alternate Prices
Exhibit G: Schedule of Unit Prices
Exhibit H: Time Limit for Acceptance
This agreement is made as of the ___8th___ day of ___April___ by and between the Town of Brookline and Skanska USA Building Inc.

SKANSKA USA BUILDING INC.

By: ___________________________

Date: ________________________

4/8/20

Dan Lanneville, Senior Vice President / Account Manager
## APPROVAL OF OWNER: TOWN OF BROOKLINE

<table>
<thead>
<tr>
<th>Building Commission</th>
<th>Selectboard</th>
</tr>
</thead>
<tbody>
<tr>
<td>Janet Fierman, Chairman</td>
<td>Bernard W. Greene, Chair</td>
</tr>
<tr>
<td>George Cole, Member</td>
<td>Benjamin J. Franco, Member</td>
</tr>
<tr>
<td>Kenneth Kaplan, Member</td>
<td>Nancy S. Heller, Member</td>
</tr>
<tr>
<td>Karen Breslawski, Member</td>
<td>Heather Hamilton, Member</td>
</tr>
<tr>
<td>Nathan E. Peck, Member</td>
<td>Raul Fernandez, Member</td>
</tr>
</tbody>
</table>

### School Committee

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Helen Charlupski, Member</td>
<td>Julie Schreiner-Oldham, Chair</td>
</tr>
<tr>
<td>Suzanne Federspiel, Member</td>
<td>Susan Wolf Ditkoff, Member</td>
</tr>
<tr>
<td>Jennifer Monopoli, Member</td>
<td>Michael Glover, Member</td>
</tr>
<tr>
<td>Barbara Scotto, Member</td>
<td>David Pearlman, Member</td>
</tr>
</tbody>
</table>

### Confirmation of Availability of Funds:

**Town Comptroller**
EXHIBIT A: DOCUMENT LIST:

NONE
EXHIBIT B – LIST OF ALLOWANCES & SCOPE HOLDS

1. $50,000 - Owner Allowance to pay for costs associated with emergency response to Coronavirus and COVID 19.
EXHIBIT C – ASSUMPTIONS, QUALIFICATIONS & CLARIFICATIONS

B. General

1. *Neither the Contract Sum, the pre-GMP(s) or the Contract Time (or eventually the final GMP or the Substantial and Final Completion Dates) upon which said Contract Sum is based contemplates any project delays, suspensions, disruptions, cost escalations or other impacts caused, directly or indirectly, by Coronavirus, other than as expressly stated herein.*

2. *This Amendment includes the establishment of an Owner Allowance to pay for costs associated with emergency response to Coronavirus and COVID 19.*

3. This Amendment excludes all Division 01 General Requirements specifications, as they have not been prepared in a project specific manner. The CM reserves the right to negotiate all Division 01 General Requirements and they are subject to mutually agreeable terms.

4. Costs associated with Town of Brookline building permit fees and other building department fees are not included. If required, they are to be paid by the Town of Brookline.

5. Costs associated with sidewalk rentals, parking meter rentals, parking space rentals are not included. If required, they are to be paid by the Town of Brookline.

6. Commonwealth of Massachusetts Sales Tax is not included.

7. This Amendment excludes LEED certification. Per Town of Brookline, the Project will not be submitted to the USGBC for certification, instead, it will be designed as “certifiable”.

8. This Amendment assumes that compliance with any and all LEED requirements have been specifically included in the Contract Documents in the trade specific specification sections required to obtain compliance. Should a product be listed in the trade specific specification section that conflicts with Division 1 Sustainable Design Requirements, we have included the product as identified in the trade specific specifications. It is the Architect’s responsibility to specify products that comply with the Sustainable Design Requirements.

9. Overrun or underrun of allowance values shall be added to or subtracted from the Pre-GMP by Change Order. Overrun or underrun of Scope Hold Values shall be added to or subtracted from the Construction Manager’s Contingency.
**EXHIBIT D – CONTRACT TIME**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>The Date of Substantial Completion for the Project prior to this Amendment is:</td>
<td>TBD</td>
</tr>
<tr>
<td>This Amendment revises the Contract duration by (Calendar Days):</td>
<td>0</td>
</tr>
<tr>
<td>The revised Date of Substantial Completion is:</td>
<td>TBD</td>
</tr>
<tr>
<td>The scope associated with Pre GMP Amendment is currently planned to be performed in this time period:</td>
<td>TBD</td>
</tr>
</tbody>
</table>
EXHIBIT E – SCHEDULE OF VALUES (SUMMARY OF THIS AMENDMENT)
<table>
<thead>
<tr>
<th>Project C: Site Building</th>
<th>Area/Space/Title</th>
<th>Base Contract Value</th>
<th>Summary of PCG/GA Amendments 1 to 10</th>
<th>Summary of PCG/GA Amendments 11 to 15</th>
<th>Pre-GMP Amendment 15-16</th>
<th>Pre-GMP Amendment 15-16</th>
<th>Pre-GMP Amendment 15-16</th>
<th>Pre-GMP Amendment 15-16</th>
<th>Work Contract Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-GMP Amendment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PROJECTS: Site Work</td>
<td>DECREASE IN VALUE</td>
<td>SUMMARY OF EXISTING CONTRACTS</td>
<td>SUMMARY OF CCONC + EXISTING CONTRACTS (TOL, Oct 19)</td>
<td>PROPOSED AMENDMENT #1: Pre-DAP</td>
<td>PROPOSED AMENDMENT #2: Post-Change Order</td>
<td>PROPOSED AMENDMENT #3: Pre-DAP</td>
<td>PROPOSED AMENDMENT #4: Post-Change Order</td>
<td>REVISED CONTRACT VALUE</td>
<td></td>
</tr>
<tr>
<td>---------------------</td>
<td>-------------------</td>
<td>-------------------------------</td>
<td>---------------------------------</td>
<td>---------------------------------</td>
<td>----------------------------------------</td>
<td>---------------------------------</td>
<td>----------------------------------------</td>
<td>------------------------</td>
<td></td>
</tr>
<tr>
<td>ENDWORKS</td>
<td>$799,917</td>
<td>16,240</td>
<td>18,680</td>
<td>18,597</td>
<td>0</td>
<td>18,597</td>
<td>0</td>
<td>18,597</td>
<td>$18,597</td>
</tr>
<tr>
<td>SUB-TOTAL</td>
<td>$799,917</td>
<td>16,240</td>
<td>18,680</td>
<td>18,597</td>
<td>0</td>
<td>18,597</td>
<td>0</td>
<td>18,597</td>
<td>$18,597</td>
</tr>
<tr>
<td>TOTAL SPECIFICATION WORK</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$18,597</td>
</tr>
<tr>
<td>TOTAL COST</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$18,597</td>
</tr>
<tr>
<td>PROJECT: MAILROOM</td>
<td>DECREASE IN VALUE</td>
<td>SUMMARY OF EXISTING CONTRACTS</td>
<td>SUMMARY OF CCONC + EXISTING CONTRACTS (TOL, Oct 19)</td>
<td>PROPOSED AMENDMENT #1: Pre-DAP</td>
<td>PROPOSED AMENDMENT #2: Post-Change Order</td>
<td>PROPOSED AMENDMENT #3: Pre-DAP</td>
<td>PROPOSED AMENDMENT #4: Post-Change Order</td>
<td>REVISED CONTRACT VALUE</td>
<td></td>
</tr>
<tr>
<td>ENDWORKS</td>
<td>$1,056,903</td>
<td>19,123</td>
<td>19,081</td>
<td>19,000</td>
<td>0</td>
<td>19,000</td>
<td>0</td>
<td>19,000</td>
<td>$19,000</td>
</tr>
<tr>
<td>SUB-TOTAL</td>
<td>$1,056,903</td>
<td>19,123</td>
<td>19,081</td>
<td>19,000</td>
<td>0</td>
<td>19,000</td>
<td>0</td>
<td>19,000</td>
<td>$19,000</td>
</tr>
<tr>
<td>TOTAL SPECIFICATION WORK</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$19,000</td>
</tr>
<tr>
<td>TOTAL COST</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$19,000</td>
</tr>
<tr>
<td>PROJECT: WASHROOM</td>
<td>DECREASE IN VALUE</td>
<td>SUMMARY OF EXISTING CONTRACTS</td>
<td>SUMMARY OF CCONC + EXISTING CONTRACTS (TOL, Oct 19)</td>
<td>PROPOSED AMENDMENT #1: Pre-DAP</td>
<td>PROPOSED AMENDMENT #2: Post-Change Order</td>
<td>PROPOSED AMENDMENT #3: Pre-DAP</td>
<td>PROPOSED AMENDMENT #4: Post-Change Order</td>
<td>REVISED CONTRACT VALUE</td>
<td></td>
</tr>
<tr>
<td>ENDWORKS</td>
<td>$1,079,915</td>
<td>19,175</td>
<td>19,204</td>
<td>19,150</td>
<td>0</td>
<td>19,150</td>
<td>0</td>
<td>19,150</td>
<td>$19,150</td>
</tr>
<tr>
<td>SUB-TOTAL</td>
<td>$1,079,915</td>
<td>19,175</td>
<td>19,204</td>
<td>19,150</td>
<td>0</td>
<td>19,150</td>
<td>0</td>
<td>19,150</td>
<td>$19,150</td>
</tr>
<tr>
<td>TOTAL SPECIFICATION WORK</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$19,150</td>
</tr>
<tr>
<td>TOTAL COST</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$19,150</td>
</tr>
<tr>
<td>PROJECT: KITCHEN</td>
<td>DECREASE IN VALUE</td>
<td>SUMMARY OF EXISTING CONTRACTS</td>
<td>SUMMARY OF CCONC + EXISTING CONTRACTS (TOL, Oct 19)</td>
<td>PROPOSED AMENDMENT #1: Pre-DAP</td>
<td>PROPOSED AMENDMENT #2: Post-Change Order</td>
<td>PROPOSED AMENDMENT #3: Pre-DAP</td>
<td>PROPOSED AMENDMENT #4: Post-Change Order</td>
<td>REVISED CONTRACT VALUE</td>
<td></td>
</tr>
<tr>
<td>ENDWORKS</td>
<td>$1,206,903</td>
<td>19,123</td>
<td>19,081</td>
<td>19,000</td>
<td>0</td>
<td>19,000</td>
<td>0</td>
<td>19,000</td>
<td>$19,000</td>
</tr>
<tr>
<td>SUB-TOTAL</td>
<td>$1,206,903</td>
<td>19,123</td>
<td>19,081</td>
<td>19,000</td>
<td>0</td>
<td>19,000</td>
<td>0</td>
<td>19,000</td>
<td>$19,000</td>
</tr>
<tr>
<td>TOTAL SPECIFICATION WORK</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$19,000</td>
</tr>
<tr>
<td>TOTAL COST</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$19,000</td>
</tr>
<tr>
<td>PROJECT: DINING ROOM</td>
<td>DECREASE IN VALUE</td>
<td>SUMMARY OF EXISTING CONTRACTS</td>
<td>SUMMARY OF CCONC + EXISTING CONTRACTS (TOL, Oct 19)</td>
<td>PROPOSED AMENDMENT #1: Pre-DAP</td>
<td>PROPOSED AMENDMENT #2: Post-Change Order</td>
<td>PROPOSED AMENDMENT #3: Pre-DAP</td>
<td>PROPOSED AMENDMENT #4: Post-Change Order</td>
<td>REVISED CONTRACT VALUE</td>
<td></td>
</tr>
<tr>
<td>ENDWORKS</td>
<td>$1,079,915</td>
<td>19,175</td>
<td>19,204</td>
<td>19,150</td>
<td>0</td>
<td>19,150</td>
<td>0</td>
<td>19,150</td>
<td>$19,150</td>
</tr>
<tr>
<td>SUB-TOTAL</td>
<td>$1,079,915</td>
<td>19,175</td>
<td>19,204</td>
<td>19,150</td>
<td>0</td>
<td>19,150</td>
<td>0</td>
<td>19,150</td>
<td>$19,150</td>
</tr>
<tr>
<td>TOTAL SPECIFICATION WORK</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$19,150</td>
</tr>
<tr>
<td>TOTAL COST</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$19,150</td>
</tr>
<tr>
<td>PROJECT: BANQUET HALL</td>
<td>DECREASE IN VALUE</td>
<td>SUMMARY OF EXISTING CONTRACTS</td>
<td>SUMMARY OF CCONC + EXISTING CONTRACTS (TOL, Oct 19)</td>
<td>PROPOSED AMENDMENT #1: Pre-DAP</td>
<td>PROPOSED AMENDMENT #2: Post-Change Order</td>
<td>PROPOSED AMENDMENT #3: Pre-DAP</td>
<td>PROPOSED AMENDMENT #4: Post-Change Order</td>
<td>REVISED CONTRACT VALUE</td>
<td></td>
</tr>
<tr>
<td>ENDWORKS</td>
<td>$1,079,915</td>
<td>19,175</td>
<td>19,204</td>
<td>19,150</td>
<td>0</td>
<td>19,150</td>
<td>0</td>
<td>19,150</td>
<td>$19,150</td>
</tr>
<tr>
<td>SUB-TOTAL</td>
<td>$1,079,915</td>
<td>19,175</td>
<td>19,204</td>
<td>19,150</td>
<td>0</td>
<td>19,150</td>
<td>0</td>
<td>19,150</td>
<td>$19,150</td>
</tr>
<tr>
<td>TOTAL SPECIFICATION WORK</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$19,150</td>
</tr>
<tr>
<td>TOTAL COST</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$19,150</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$19,150</td>
</tr>
</tbody>
</table>
EXHIBIT F - SCHEDULE OF ALTERNATES

NONE
EXHIBIT G - SCHEDULE OF UNIT PRICES
NONE
EXHIBIT H - TIME LIMIT FOR ACCEPTANCE

Time limit for acceptance of Pre-GMP Amendments shall be a case by case basis based on requirements of specific scope included. Time limit for acceptance of GMP Amendment shall not be less than 90 days (calendar).

<table>
<thead>
<tr>
<th>Submitted Date</th>
<th>Required Acceptance Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 8, 2020</td>
<td>April 14, 2020*</td>
</tr>
</tbody>
</table>

* Date of next scheduled Brookline Building Commission Meeting
AGENDA

• PROJECT OVERVIEW
• PROJECT GOALS AND IDEAS
• SCHEDULE
• COMMUNITY ENGAGEMENT
• DESIGN OVERVIEW
• CONSTRUCTION PROGRESS
• BUDGET
CURRENT PROJECT SCOPE (2020)

- New Cypress Building
- Brookline Hills Platform Reno.
- New Stem Wing
- 3rd Floor Reno. (Old Science Wing)
- Tappan Gym Renovation
- Cypress Field Renovation
- Deferred Maintenance
- Tappan Streetscape Improvements
- MBTA Plaza
- Old Lincoln Swing Space

Projects:
- Third Floor Renovation
- New Stem Wing at Main Building
- Renovation of 3rd Floor Old Science Wing
- Renovation of Cypress Field
- New Building at 111 Cypress St
- Renovation to Parts of Tappan Gym
- Tappan Streetscape
PROJECT TEAM ASSEMBLED

TOWN OF BROOKLINE

OWNERS PROJECT MANAGER
HILL INTERNATIONAL

ARCHITECT
WILLIAM RAWN ASSOCIATES

CONSTRUCTION MANAGER
SKANSKA

MBTA PLATFORM ARCHITECT
AECOM

MBTA PLATFORM CM
SKANSKA CIVIL
- SCHEMATIC DESIGN COMPLETE  MAR 2018
- TOWN ELECTION  MAY 2018
- TOWN VOTE  JUN 2018
- DESIGN DEVELOPMENT COMPLETE  JAN 2019
- MBTA MOA SIGNED:  JUL 2018
- EARLY PACKAGES FOR BID BEGINS  JAN 2019
- CONSTRUCTION DOCUMENTS FOR BID  AUG 2019
- DEMOLITION BEGINS  AUG 2019
1. **Increased Enrollment**
   - Enrollment at Brookline High School has increased from around 1,700 students seven years ago to 2,025 in the 2017-2018 academic year. The current BHS facilities cannot handle a student body of this size.

2. **Outmoded Science Facilities**
   - A 21st century STEM (Science, Technology, Engineering & Math) education requires flexible, adaptable spaces.
   - New designated places are needed to promote collaboration between teachers and students across various disciplines. STEM program will leverage UAB arts programming.

3. **BHS Education Plan**
   - BHS has taken the opportunity to rethink how it can carry its tradition of excellence and innovation forward. Three key questions that propel the development of the Education Plan are:
     - How will BHS engage students more deeply?
     - How will BHS better serve all students?
     - How do we expand BHS and still maintain a cohesive, unified campus?

4. **Facilities Maintenance & Upkeep**
   - BHS has recognized the project as an opportunity to improve and upgrade key elements of campus infrastructure.
GOAL: CREATE A UNIFIED CAMPUS

Bring 9th graders to rest of campus
- World Languages (Main Building)
- Electives (Unified Arts Building/Main Building)
- Health & Fitness (Tappan)

Bring 10-12th graders to Cypress Building
- Optional courses:
  - Creative Writing
  - Social & Racial Justice
- Advanced Placement (AP) Physics
- Multi-use White Box Space
  - Drama, Dance, Music
  - Guest Speakers for other Classes
  - Interdisciplinary Work
NEW, WELCOMING “FRONT PORCHES” UNIFY BHS CAMPUS

FRONTING A CIVIC GREEN

Strengthen sense of civic institution around Cypress Field

- STEM Wing: Create gracious New Entry to Main Building campus
- Tappan Athletic Complex: Unite Gym and Pool with New Lobby
- 111 Cypress: Lean-in toward Cypress Field

STUDENTS HANGING OUT ON GREENOUGH STREET AFTER SCHOOL
COMMUNITY ENGAGEMENT
TEACHER AND PUBLIC FEEDBACK
MEETINGS WITH THE PUBLIC THROUGHOUT DESIGN
MEETINGS WITH FACULTY AND STUDENTS THROUGHOUT DESIGN
LISTENING - IDP SESSIONS

• Four Intensive Design Process (IDP) sessions at BHS, including more than 50 hours of discussions with faculty, staff, students, and athletics & recreation:
  - **IDP 1:** September 13 - 15, 2017
    3 days, 30 meetings, 21 groups
  - **IDP 2:** October 3, 2017
    1 day, 10 meetings, 10 groups
  - **IDP 3:** October 31, 2017
    1 day, 8 meetings, 10 groups
  - **IDP 4:** December 14 - 15, 2017
    2 days, 17 meetings, 21 groups

• **Brington Road Neighbors’ Meeting:** December 20, 2017

• **Faculty & Student Open House at BHS:** February 15, 2018

• **Six BHS Expansion Advisory Building Committee Meetings**
  since September 2017, open to public
FACULTY & STUDENT OPEN HOUSE AT BHS (FEB 15, 2018)
REVIEW OF STEM WING PLANS WITH BHS FACULTY (MAY 11, 2018)
BHS OPEN HOUSE (FEBRUARY 2020)
BHS OPEN HOUSE (FEBRUARY 2020)
111 CYPRESS BUILDING (NOW 22 TAPPAN ST)
1. Create a Unified Campus
   • Civic Presence on Cypress Field
   • Main Door facing West toward rest of Campus
   • 111 Cypress Building programmed primarily for 9th grade students, with several classrooms for specifically for upper class courses
   • 9th Grade students will take classes in Unified Arts Building (UAB), Tappan Athletic Complex and Main Building

2. Engage Students Deeply
   • Interdisciplinary “Quilt” organization: classrooms programmed as any discipline (Math, English, or Social Studies)
   • Flexible classroom seating and teaching arrangements
   • Integrated breakout spaces
   • “Front Porch” on Tappan: a place like Greenough Street for after-school gathering
   • See & Be Seen at Cafeteria

3. Serve All Students
   • Adult presence on each floor
   • Find your Niche: variety of places to gather, study in groups, seek help, get engaged- library, library porch, science collaboration zone, south stair
111 CYPRESS: MAJOR PUBLIC SPACES FRONTING CYPRESS FIELD (LEVEL 1)

LEVEL 1

- CAFETERIA
- SEATING
- SERVERY
- WHITE BOX
- FRONT PORCH
- CYPRESS STREET
- TAPPAN STREET
- BRINGTON ROAD

WHITE BOX - MULTIPLE USES

LECTURES / MEETINGS

CLASSES

PERFORMANCE
Library Porch Precedent: Concord Carlisle High School

Library Reading Room Precedent: Noble & Greenough Academic Inquiry Center (Under Construction)
111 CYPRESS: INTERDISCIPLINARY CLASSROOM ORGANIZATION

LEVEL 3

TAPPAN STREET

PURPOSE BUILT PROGRAM
- PHYSICS
- GUIDANCE / SPEC ED.

FLEXIBLE USE PROGRAM
- MATH
- SOCIAL STUDIES
- ENGLISH
- COLLABORATION SPACE
Collaboration Haven

Garage doors can connect Physics class/labs to the collaboration space
111 CYPRESS: A CIVIC PRESENCE
TAPPAN STREET “FRONT PORCH”
SOUTH COLLABORATION SPACE
PHYSICS COLLABORATION SPACE
CYPRESS STREET LANDSCAPE PLAN
ENERGY CONSERVATION MEASURES

1. LEED CERTIFIABLE - LEED SILVER
2. PARTIAL COOLING IN LIEU OF FULL COOLING LOWERS OVERALL ENERGY USE FOR THE PROJECT.
3. REDUNDANT HEATING STRATEGY TO REDUCE ENERGY COSTS: PERIMETER FIN TUBE RADIATORS HEAT THE BUILDING AT NIGHT AND DURING UNOCCUPIED HOURS ALLOWING SHUT DOWN OF AIR HANDLING UNITS
4. IMPROVED WALL AND ROOF INSULATION PERFORMANCE
5. GLAZING SELECTION MAXIMIZES PASSIVE SOLAR HEAT GAIN REDUCING WINTERTIME HEATING LOADS
6. REDUCED INTERIOR LIGHTING THROUGH USE OF HIGH-EFFICIENCY LED LIGHT FIXTURES
7. HIGH EFFICIENCY VAV MECHANICAL UNITS WITH ENERGY RECOVERY CAPABILITY
8. HIGH EFFICIENCY CONDENSING BOILERS AND AIR-COOLED CHILLER
9. PV READY ROOF (SOUTHERN PORTION OF THE ROOF ALONG BRINGTON RD): $5,500 ANNUAL ENERGY SAVINGS ANTICIPATED
10. HIGHLY REFLECTIVE ROOF: REDUCES HEAT ISLAND EFFECT
11. OCCUPANCY SENSORS FOR LIGHTING AND VENTILATION
12. ABUNDANT NATURAL DAYLIGHTING COUPLED WITH DAYLIGHT SENSORS REDUCES ELECTRICAL ENERGY CONSUMPTION
13. OPERABLE WINDOWS FOR NATURAL VENTILATION: WINDOW SENSORS REDUCE MECHANICAL VENTILATION TO INTERIOR SPACES WHEN WINDOWS ARE OPEN.
STEM WING: RESPONDING TO EDUCATION PLAN

1. Create a Unified Campus
   - New Entry to Main Building at corner of Tappan & Greenough
   - Strong visual connection and accessibility to Quad
   - Direct access to staircase connecting floors 1, 2, and 3, toward auditorium & library

2. Engage Students Deeply
   - Science Resource Center serves as academic hub
   - Chemistry and Biology classrooms share floors to encourage collaboration; see classes you’ll take in subsequent years
   - Movable furniture to facilitate diverse learning environments
   - Multiple classrooms share breakout spaces with view to the outdoors

3. Serve All Students
   - New 20’ wide accessible entry
   - Places to gather, study in groups: expanded network of collaboration zones in Main Building - STEM wing will have places all students will want to use
   - Multi-use cafe space can be used for classes, cafe, community meetings, and adult education programs
A major building entrance sized to accommodate student preference for entry here:

- 20’ wide entry hallway
- Direct access to staircase connecting floors 2 & 3
- Accessible entrance

Connecting to the Quad

- New doorway to the Quad
- Abundant glazing for views to the Quad
- Gathering / seating area adjacent to the Quad

Expanding Cafeteria Seating

- Seating area facing the Quad expands cafeteria capacity at peak lunch hours
STEM WING: FACILITATE CIRCULATION THROUGH THE BUILDING

LEVEL 1

TO CAFETERIA

UP TO AUDITORIUM

LEVEL 2

TO MAIN AUDITORIUM ENTRANCE ON LEVEL 2

UP TO THIRD FLOOR

TO LIBRARY

LEVEL 3

UP TO THIRD FLOOR

TO LIBRARY
STEM WING: A NEW HUB FOR SCIENCE

Science Crossroads:
- Adjacent to Science Resource Center & Flex Classroom on Level 2
- Adjacent to Faculty Spaces on Level 3

Interdisciplinary:
- Biology & Chemistry on each floor
STEM WING: EXPANDING A NETWORK OF CO-CURRICULAR GATHERING SPACES

EXISTING

PROPOSED

Collaboration & Breakout Space

• New seating on ground floor of the STEM wing facing the Quad expands cafeteria capacity at peak lunch hours
• New collaboration spaces expands a network of co-curricular gathering spaces
STEM WING: MODEL PHOTO
LEVEL 1 MAKER SPACE
STEM WING - SUSTAINABILITY

ENERGY CONSERVATION MEASURES

1. LEED CERTIFIABLE – LEED SILVER
2. PARTIAL COOLING IN LIEU OF FULL COOLING LOWERS OVERALL ENERGY USE FOR THE PROJECT DURING SUMMER MONTHS.
3. REDUNDANT HEATING STRATEGY TO REDUCE ENERGY COSTS: PERIMETER FIN TUBE RADIATORS HEAT THE BUILDING AT NIGHT AND DURING UNOCCUPIED HOURS ALLOWING SHUT DOWN OF AIR HANDLING UNITS
4. IMPROVED WALL AND ROOF INSULATION PERFORMANCE
5. GLAZING SELECTION MAXIMIZES PASSIVE SOLAR HEAT GAIN REDUCING WINTERTIME HEATING LOADS
6. REDUCED INTERIOR LIGHTING THROUGH USE OF HIGH-EFFICIENCY LED LIGHT FIXTURES
7. HIGH EFFICIENCY 100% OUTSIDE AIR VAV ENERGY RECOVERY UNITS
8. HIGH EFFICIENCY BOILERS
9. HIGHLY REFLECTIVE ROOF: REDUCES HEAT ISLAND EFFECT
10. OCCUPANCY SENSORS FOR LIGHTING AND VENTILATION
11. ABUNDANT NATURAL DAYLIGHTING COUPLED WITH DAYLIGHT SENSORS REDUCES ELECTRICAL ENERGY CONSUMPTION
12. OPERABLE WINDOWS FOR NATURAL VENTILATION: WINDOW SENSORS REDUCE MECHANICAL VENTILATION TO INTERIOR SPACES WHEN WINDOWS ARE OPEN.
THIRD FLOOR RENOVATION

*SUBJECT TO BUDGET VOTE AT JUNE 2020 TOWN MEETING
3RD FLOOR RENOVATION SCOPE
3RD FLOOR RENOVATION SCOPE

3RD FLOOR RENOVATION PROGRAM

- GENERAL USE CLASSROOMS
- SPECIAL EDUCATION OFFICES
- LEARNING CENTER
- ACE SCIENCE CLASSROOM
- EXCEL CLASSROOMS
TAPPAN RENOVATION

*SUBJECT TO BUDGET VOTE AT JUNE 2020 TOWN MEETING
TAPPAN GYMNASIUM BUILDING: EXISTING CONDITIONS 1ST FLOOR
TAPPAN RENOVATION: LOWER LEVEL PLAN
TAPPAN STREETSCAPE

*SUBJECT TO BUDGET VOTE AT JUNE 2020 TOWN MEETING
PEDESTRIAN IMPROVEMENTS

KEY IMPROVEMENTS

1. WIDEN TAPPAN STREET SIDEWALK
A major pedestrian sidewalk links the new Cypress Building with the main high school building.

2. RAISE CROSSWALKS ALONG TAPPAN STREET
Raised crosswalks calm traffic and provide safer crossings at the UAB building and new Cypress Building.

3. DIRECT CONNECTION TO THE MBTA STATION
A direct pedestrian path links Davis Street to the Brookline Hills T station.

4. SEATING AND GATHERING ALONG TAPPAN
New seating areas at STEM, Tappan/Kirrane, UAB, and the MBTA plaza welcome pedestrians and provide gathering and waiting areas for students, staff, and the community.

5. CURB BULB OUTS ALONG TAPPAN STREET
New curb bulb outs slow traffic and define drop-off areas increasing pedestrian safety.
EXISTING CONDITION: AN INCONSISTENT & UNWELCOMING EXPERIENCE

- Width of sidewalk is inconsistent along Tappan Street
- Current sidewalk width (6’ wide generally) will not be sufficient for traffic flow to & from new Cypress Building
CREATE A UNIFIED CAMPUS: A TRANSFORMED TAPPAN STREETSCAPE

- The sidewalk has been increased from 6’ to 11’ wide continuously, with an additional 4’ of planting and seating zone
- New trees along Tappan Street create continuity with Greenough facades
- Benches along Greenough Street popular with students; concept brought to Tappan Street
CYCLING IMPROVEMENTS

KEY IMPROVEMENTS

1. COMPLETE GREEN ROUTES AT BROOKLINE HIGH
   Bike lanes on Davis, Greenough, and Tappan link Brookline’s Green Routes around the Cypress Field

2. IMPROVE BIKE SAFETY ON BHS ROADWAYS FOR THE COMMUNITY
   Bike lanes on Davis St, Greenough Street, and Tappan Street improve bicycle safety.

3. INCREASE BIKE PARKING CAPACITY BY 67%
   89 bike parking spaces have been added to the BHS campus.
CYCLING IMPROVEMENTS: BIKE LANES
EXISTING BIKE PARKING AT BHS / MBTA PLAZA / CYPRESS FIELD

*32 BIKE PARKING SPACES + 15 BLUE BIKES

TOTAL BIKE PARKING SPACES:

224

YELLOW + RED SYMBOL INDICATES NEW BIKE PARKING
DEFERRED MAINTENANCE

*SUBJECT TO BUDGET VOTE AT JUNE 2020 TOWN MEETING

- MAIN H.S. BUILDING ELEVATOR REPLACEMENT (5 ELEVATORS)
- NEW BOILERS IN UAB
- FIRE PROTECTION UPGRADES
- FIRE ALARM REPLACEMENT* (NOW IN STEM PROJECT)
- HEAT EXCHANGER REPLACEMENT
- BELOW GRADE OIL TANK REMOVAL BETWEEN TAPPAN & UAB
- PUMPS VFD REPLACEMENT
MBTA PLAZA & BROOKLINE HILLS PLATFORM
MBTA PLAZA AND BROOKLINE HILLS STATION RENOVATION
MBTA / CYPRESS BUILDING PLAZA EXISTING CONDITION
MBTA / CYPRESS BUILDING PLAZA DESIGN UPDATE
AERIAL VIEW
CONSTRUCTION PHOTOS - STEM WING
STEM CONSTRUCTION PROGRESS PHOTO - SEPTEMBER 2019
STEM ENABLING CONSTRUCTION PROGRESS PHOTO - SEPTEMBER 2019
STEM CONSTRUCTION PROGRESS PHOTO - JANUARY 2020

STEM - Looking west at spread footing placement.
BROOKLINE HIGH SCHOOL EXPANSION

BHS Expansion Building Committee Meeting: March 26, 2020

STEM CONSTRUCTION PROGRESS PHOTO - MARCH 2020

STEM - Looking SE
STEM CONSTRUCTION PROGRESS PHOTO - MARCH 2020
STEM CONSTRUCTION PROGRESS PHOTO - MARCH 2020
STEM CONSTRUCTION PROGRESS PHOTO - APRIL 2020
STEM CONSTRUCTION PROGRESS PHOTO - APRIL 2020
CONSTRUCTION PHOTOS - CYPRESS BUILDING
CYPRESS CONSTRUCTION PROGRESS PHOTO - SEPTEMBER 2019
CYPRESS CONSTRUCTION PROGRESS PHOTO - JANUARY 2020
CYPRESS CONSTRUCTION PROGRESS PHOTO - JANUARY 2020
CYPRESS CONSTRUCTION PROGRESS PHOTO - JANUARY 2020

Cypress - Looking west at spread footings and mini-piles
CYPRESS / MBTA OCS CONSTRUCTION PROGRESS PHOTO - MARCH 2020

Cypress - Looking West
CYPRESS CONSTRUCTION PROGRESS PHOTO - MARCH 2020
CYPRESS CONSTRUCTION PROGRESS PHOTO - MARCH 2020

Cypress - Looking North
CYPRESS CONSTRUCTION PROGRESS PHOTO - MARCH 2020
CYPRESS CONSTRUCTION PROGRESS PHOTO - APRIL 2020
CYPRESS CONSTRUCTION PROGRESS PHOTO - APRIL 2020
CYPRESS CONSTRUCTION PROGRESS PHOTO - APRIL 2020
## 3 Month Look Ahead Schedule

### May

<table>
<thead>
<tr>
<th>Week 1</th>
<th>Week 2</th>
<th>Week 3</th>
<th>Week 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>4-May</td>
<td>5/11/2020</td>
<td>18-May</td>
<td>25-May</td>
</tr>
</tbody>
</table>

### June

<table>
<thead>
<tr>
<th>Week 1</th>
<th>Week 2</th>
<th>Week 3</th>
<th>Week 4</th>
<th>Week 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-Jun</td>
<td>8-Jun</td>
<td>15-Jun</td>
<td>22-Jun</td>
<td>29-Jun</td>
</tr>
</tbody>
</table>

### July

<table>
<thead>
<tr>
<th>Week 1</th>
<th>Week 2</th>
<th>Week 3</th>
<th>Week 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>5-Jul</td>
<td>12-Jul</td>
<td>19-Jul</td>
<td>26-Jul</td>
</tr>
</tbody>
</table>

### Activities

- **Subcontract Procurement and Submittal Approval**
- **MEP Coordination**
- **Constructability Façade Mockup Design and Construction**
- **Structural Steel and Precast Erection**
- **Concrete Foundations and Walls**
  - **Waterproofing**
  - **Back Fill Walls and Foundations**
- **Miscellaneous Site Utilities**

*Impacts due to COVID not realized or fully understood are not reflected in the above information.*
## BROOKLINE HIGH SCHOOL EXPANSION PROJECT
### 3 MONTH LOOK AHEAD SCHEDULE

#### STEM ADDITION

<table>
<thead>
<tr>
<th>Week</th>
<th>May</th>
<th>June</th>
<th>July</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>4-May</td>
<td>1-Jun</td>
<td>5-Jul</td>
</tr>
<tr>
<td>WEEK 1</td>
<td>5/11</td>
<td>8-Jun</td>
<td>12-Jul</td>
</tr>
<tr>
<td>WEEK 2</td>
<td>5/18</td>
<td>15-Jun</td>
<td>19-Jul</td>
</tr>
<tr>
<td>WEEK 3</td>
<td>5/25</td>
<td>22-Jun</td>
<td>26-Jul</td>
</tr>
<tr>
<td>WEEK 4</td>
<td>5/31</td>
<td>29-Jun</td>
<td></td>
</tr>
</tbody>
</table>

- **Subcontract Procurement and Submittal Approval**
- **MEP Coordination**
- **In Place Façade Mock Up Construction**
- **Concrete Foundations**
- **Structural Steel and Precast Concrete Erection**
- **Prep & Place Slab on Deck**
- **L1 Slab on Deck**
- **Misc Site Work and Foundations**
- **Install Stair 1**
### BROOKLINE HIGH SCHOOL EXPANSION PROJECT

#### 3 MONTH LOOK AHEAD SCHEDULE

<table>
<thead>
<tr>
<th>May</th>
<th>June</th>
<th>July</th>
</tr>
</thead>
<tbody>
<tr>
<td>WEEK 1</td>
<td>WEEK 2</td>
<td>WEEK 3</td>
</tr>
<tr>
<td>4-May</td>
<td>5/112020</td>
<td>18-May</td>
</tr>
<tr>
<td>WEEK 4</td>
<td>WEEK 1</td>
<td>WEEK 2</td>
</tr>
<tr>
<td>25-May</td>
<td>1-Jun</td>
<td>8-Jun</td>
</tr>
<tr>
<td>WEEK 3</td>
<td>WEEK 4</td>
<td>WEEKS</td>
</tr>
<tr>
<td></td>
<td>15-Jun</td>
<td>22-Jun</td>
</tr>
<tr>
<td>WEEK 4</td>
<td>WEEKS</td>
<td></td>
</tr>
<tr>
<td></td>
<td>29-Jun</td>
<td></td>
</tr>
<tr>
<td></td>
<td>WEEK 1</td>
<td></td>
</tr>
<tr>
<td></td>
<td>5-Jul</td>
<td>12-Jul</td>
</tr>
<tr>
<td></td>
<td>WEEK 2</td>
<td>19-Jul</td>
</tr>
<tr>
<td></td>
<td>26-Jul</td>
<td></td>
</tr>
</tbody>
</table>

**MBTA WORK**

- INSTALL DUCTBANKS AND REFEED BUNGALOWS
- DEMO/RE-FEED EXIST MBTA PLATFORM SYS.
- DEMO & ROUGH GRADE

**PLATFORM: SUBCONTRACT PROCUREMENT AND SUBMITTAL APPROVAL**

- May
  - 4-May
  - 11/2020
  - 18-May
  - 25-May
- June
  - 1-Jun
  - 8-Jun
  - 15-Jun
  - 22-Jun
  - 29-Jun
- July
  - 5-Jul
  - 12-Jul
  - 19-Jul
  - 26-Jul
### 1. Hard Costs  
$137.6 Million  
- New Cypress Street Building  
- New STEM Building  
- 3rd Floor Renovation  
- Deferred Maintenance  
- Tappan Gym Renovations  
- Construction Contingency

### 2. Soft Costs  
$23.6 Million  
- Professional Fees  
- Commissioning Agent  
- CM at Risk Preconstruction  
- Utility Costs  
- Testing Agents  
- Moving Costs  
- Project Contingency

### 3. FF&E & Technology  
$5.5 Million  
- Furniture  
- Fixtures and Equipment  
- A/V equipment  
- IT and Telephone

### 4. Real Estate Costs  
$23.5 Million  
- Cypress Street Acquisition & Relocation  
- MBTA Air Rights

### 5. Other Costs  
$9.6 Million  
- Campus Landscaping, Sidewalks and Student Safety  
- Swing Space at Old Lincoln School  
- Real Estate Contingencies

### 6. Cypress Field  
$5.8 Million

### Total Preliminary Project Costs  
$205.6 Million
BUDGET AND COST ESTIMATING HISTORY PRIOR TO 2018 TOWN VOTE

1. CONCEPT DESIGN COST ESTIMATE (HMFH)  SPRING 2017

2. SCHEMATIC DESIGN COST ESTIMATE (PM+C / WRA)  FEBRUARY 2018
BUDGET AND COST ESTIMATING HISTORY AFTER 2018 TOWN VOTE

1. PROJECT BUDGET (TOWN VOTE)  MAY 2018
2. CONSTRUCTION MANAGER HIRED  JUNE 2018
3. RECONCILED GOOD FAITH SD ESTIMATE  OCTOBER 2018
4. DESIGN DEVELOPMENT ESTIMATE  JANUARY 2019
5. 60% CONSTRUCTION COST ESTIMATE  MAY 2019
6. FIRST EARLY BID PACKAGE ISSUED  JANUARY 2019
CONTINUOUS DUAL ESTIMATING AND VALUE MANAGEMENT EFFORTS

1. DESIGN DEVELOPMENT ESTIMATE

   HARD COSTS                      $133.5 M
   VALUE MANAGEMENT                - $3.2 M (47 Accepted VE items)
   SOFT COSTS (INCLUDES $5.8 FOR CYPRESS FIELD) $75.3 M
   TOTAL:                          $205.6 M

2. 60% CONSTRUCTION COST ESTIMATE

   HARD COSTS                      $136.2 M
   VALUE MANAGEMENT                - $4.8 M (43 Accepted VE items)
   SOFT COSTS (INCLUDES $5.8 FOR CYPRESS FIELD) $74.2 M
   TOTAL:                          $205.6 M

3. CURRENT PROJECTED COST

   GMP HARD COSTS (CYPRESS, STEM, ELEVATOR MODERNIZATION, MBTA (GMP UNDER REVIEW) $145.6 M
   ESTIMATED HARD COSTS (TAPPAN, 3RD FLOOR, DEFERRED MAINTENANCE, STREETSCAPE) $22.6 M*
   ESTIMATED HARD COST (CYPRESS FIELD) $5.8 M*
   SOFT COSTS                       $63.8 M
   TOTAL:                          $237.8 M**

* NOT BID YET
** DOES NOT INCLUDE COST OR SCHEDULE IMPACTS ASSOCIATED WITH COVID-19 AND TEMPORARY SUSPENSION OF MBTA OPERATIONAL SUPPORT.
WHAT CHANGED?

1. UNPRECEDENTED ESCALATION IN THE CONSTRUCTION MARKET
2. UNKNOWN CONDITIONS
3. STEM BASEMENT LEVEL (ADDED SCOPE, REDUCED RISK)
4. COMMUNITY MEETINGS - MBTA PLAZA (ADDED SCOPE)
5. WORK AROUND AND FOR THE MBTA (ADDED SCOPE)
   - BUILDING REQUIREMENTS
   - SITE ACCESS / DIVERSSIONS
   - STATION DESIGN
MARKET

SOURCE: MSBA WEBSITE

Graph from MSBA Website: http://info.massschoolbuildings.org/TabPub/TableauCostData.aspx
# MSBA Project Comparisons

<table>
<thead>
<tr>
<th>School</th>
<th>New or RENO/Add</th>
<th>Cost/SF</th>
<th>GMP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Waltham Senior High School</td>
<td>NEW</td>
<td>$722</td>
<td>APR 2021</td>
</tr>
<tr>
<td>Westborough Elementary</td>
<td>NEW</td>
<td>$652</td>
<td>MAY 2020</td>
</tr>
<tr>
<td>Boston Arts Academy</td>
<td>NEW</td>
<td>$652</td>
<td>JAN 2020</td>
</tr>
<tr>
<td>Arlington High School</td>
<td>NEW</td>
<td>$577</td>
<td>DEC 2020</td>
</tr>
<tr>
<td>Framingham Fuller Middle School</td>
<td>NEW</td>
<td>$573</td>
<td>JAN 2020</td>
</tr>
<tr>
<td>Brookline High School Expansion</td>
<td>BLENDED</td>
<td>$570</td>
<td>MAR 2020</td>
</tr>
<tr>
<td>(70% New / 30% RENO)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Belmont High School</td>
<td>NEW</td>
<td>$521</td>
<td>MAR 2020</td>
</tr>
<tr>
<td>Weymouth Maria Weston M.S.</td>
<td>NEW</td>
<td>$510</td>
<td>SEP 2020</td>
</tr>
<tr>
<td>Nauset High School</td>
<td>RENO/ADD</td>
<td>$489</td>
<td>MAY 2021</td>
</tr>
</tbody>
</table>
## WHERE ARE WE NOW

<table>
<thead>
<tr>
<th>Category</th>
<th>Project Budget</th>
<th>Projected Costs</th>
<th>Variance over/(under)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Hard Costs</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>New Cypress Street Building</td>
<td>$137.6 Million</td>
<td>$161.6 Million</td>
<td>$24 Million</td>
</tr>
<tr>
<td>New STEM Building</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3rd Floor Renovation *</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deferred Maintenance*</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tappan Gym Renovations *</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction Contingency</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Soft Costs</strong></td>
<td>$23.6 Million</td>
<td>$23.3 Million</td>
<td>($0.3) Million</td>
</tr>
<tr>
<td>Professional Fees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commissioning Agent</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CM at Risk Preconstruction</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Utility Costs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Testing Agents</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Moving Costs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Contingency</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>FF&amp;E &amp; Technology</strong></td>
<td>$5.5 Million</td>
<td>$4.8 Million</td>
<td>($0.7) Million</td>
</tr>
<tr>
<td>Furniture</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fixtures and Equipment</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A/V equipment</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>IT and Telephone</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Real Estate Costs</strong></td>
<td>$23.5 Million</td>
<td>$38.9 Million</td>
<td>$15.4 Million</td>
</tr>
<tr>
<td>Cypress Street Acquisition &amp; Relocation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MBTA Air Rights &amp; Station Improvements</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Real Estate Contingencies</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other Costs</strong></td>
<td>$9.6 Million</td>
<td>$3.4 Million</td>
<td>($6.2) Million</td>
</tr>
<tr>
<td>Campus Landscaping, Sidewalks and Student Safety *</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Swing Space at Old Lincoln School</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Cypress Field</strong> *</td>
<td>$5.8 Million</td>
<td>$5.8 Million *</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Total Project Costs</strong></td>
<td>$205.6 Million</td>
<td>$237.8 Million **</td>
<td>$32.2 Million</td>
</tr>
</tbody>
</table>

* NOT BID YET
**NOT INCLUDED - UNKNOWN COVID 19 IMPACTS: MBTA TEMPORARILY SUSPENDING STAFF SUPPORT FOR PROJECT DIVERSION FOR 3 WEEKS
CHOICES TO BE MADE

- INCREASE FUNDING THROUGH TOWN MEETING
- PURSUE MBTA COST SHARING
- ALREADY REMOVED SCOPES OF WORK
  - REDUCED TAPPAN RENOVATION
  - REDUCED 3RD FLOOR RENOVATION
- REMOVE SCOPES OF WORK
  - TAPPAN RENOVATION
  - 3RD FLOOR RENOVATION
  - DEFERRED MAINTENANCE
  - CYPRESS FIELD
END
WHAT CHANGED?

1. UNPRECEDENTED ESCALATION IN THE CONSTRUCTION MARKET

### STEM + CYPRESS SAMPLING OF KEY TRADES

<table>
<thead>
<tr>
<th>Trade</th>
<th>60% Estimate Value</th>
<th>RTA Value</th>
<th>Delta</th>
<th>% Delta</th>
<th># Bidders Contacted</th>
<th># of Bids Received</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sitework and Deep Foundations</td>
<td>$5,176,108</td>
<td>$7,121,042</td>
<td>$1,944,934</td>
<td>38%</td>
<td>11</td>
<td>6</td>
</tr>
<tr>
<td>Concrete - Foundations &amp; Flatwork</td>
<td>$5,084,570</td>
<td>$5,910,040</td>
<td>$825,470</td>
<td>16%</td>
<td>12</td>
<td>4</td>
</tr>
<tr>
<td>Misc. and Ornamental Metals</td>
<td>$1,742,224</td>
<td>$3,352,185</td>
<td>$1,609,961</td>
<td>92%</td>
<td>12 Pre-qual trades</td>
<td>6</td>
</tr>
<tr>
<td>HVAC</td>
<td>$10,836,149</td>
<td>$11,783,900</td>
<td>$947,751</td>
<td>9%</td>
<td>15 Pre-qual trades</td>
<td>9</td>
</tr>
<tr>
<td>Architectural Millwork/Casework</td>
<td>$1,522,419</td>
<td>$2,411,887</td>
<td>$889,468</td>
<td>58%</td>
<td>10</td>
<td>7</td>
</tr>
<tr>
<td>Waterproofing/Joint Sealant</td>
<td>$670,335</td>
<td>$1,200,660</td>
<td>$530,325</td>
<td>79%</td>
<td>15 Pre-qual trades</td>
<td>7</td>
</tr>
<tr>
<td>Drywall</td>
<td>$6,711,736</td>
<td>$9,972,950</td>
<td>$3,261,214</td>
<td>49%</td>
<td>18</td>
<td>4</td>
</tr>
<tr>
<td>Tile</td>
<td>$988,176</td>
<td>$1,471,062</td>
<td>$482,886</td>
<td>49%</td>
<td>8 Pre-qual trades</td>
<td>5</td>
</tr>
</tbody>
</table>
WHAT CHANGED?

2. UNKNOWN CONDITIONS: ROBERTS WING WALL REINFORCING
WHAT CHANGED?

2. UNKNOWN CONDITIONS: UNSUITABLE SOILS ALONG MBTA TRACKS
WHAT CHANGED?

3. STEM BASEMENT: EXISTING BASEMENT REMOVED TO AVOID CONSTRUCTION RISK

DD PHASE

CURRENT DESIGN

EXISTING BUILDING TO REMAIN

EXISTING BASEMENT TO REMAIN
WHAT CHANGED?

4. COMMUNITY MEETINGS: MBTA PLAZA

ORIGINAL DESIGN

• 20 Town parking spaces

FINAL CONCEPT DESIGN

• 16 Town parking spaces
• Crosswalk moved to align with Cypress Field Path (3 parking spaces removed at north side of Tappan St)
• New drop-off lane
• Enlarged Plaza
• Fence, bike racks at level change at Cypress Building elevator
• ~80 feet of access to MBTA platform
WHAT CHANGED?

5. WORK AROUND AND FOR THE MBTA: BUILDING REQUIREMENTS
WHAT CHANGED?

5. WORK AROUND AND FOR THE MBTA: SITE ACCESS / DIVERSIONS

Shuttles will replace Green Line service during scheduled maintenance.
WHAT CHANGED?
5. WORK AROUND AND FOR THE MBTA: PLATFORM DESIGN

ORIGINAL DESIGN - SLAB ON GRADE

ORIGINAL DESIGN BASED ON STATIONS SUCH AS BROOKLINE HILLS - SLAB ON GRADE WITH PAVERS

REVISED DESIGN - HELICAL PILES

REVISED DESIGN REQUESTED BY MBTA ACCESSIBILITY GROUP - WILL ELIMINATE PLATFORM SETTLING DUE TO FROST
WHAT CHANGED?
5. WORK AROUND AND FOR THE MBTA: **PLATFORM DESIGN**

**ORIGIONAL DESIGN**  
SLAB ON GRADE

**CURRENT DESIGN**  
HELICAL PILES
UNFORESEEN COST INCREASES

MARKET CONDITIONS

$17M - $19M

- SIGNIFICANT SPIKE IN COSTS BETWEEN MAY 2018 AND Q1 2020 *

*SIMILAR TO MSBA SCHOOL CONSTRUCTION COST INCREASES

MBTA

$8M - $11M

- PLATFORM FOUNDATION DESIGN
- PLATFORM DESIGN CHANGES
- MBTA REQUIRED ADDITIONAL DIVERSIONS AND OTHER FORCE ACCOUNT COSTS

UNKNOWN CONDITIONS

$1M - $2M

- UNSUITABLE SOILS NORTH OF MBTA TRACKS
- EXISTING ROBERTS WING STRUCTURAL REINFORCING

TOTAL

$26M - $32M**

**NOT INCLUDED - UNKNOWN COVID 19 IMPACTS: MBTA TEMPORARILY SUSPENDING STAFF SUPPORT FOR PROJECT DIVERSION FOR 3 WEEKS
What we heard from BHS faculty and staff:

- Adult Presence distribution (location of Deans offices & Guidance Councilor Offices)
- Physics neighborhood: Labs on two floors organized around a double height collaboration space
- Collaboration space organization: Wider hallways preferred over individual collaboration rooms connected to classrooms
- Have classrooms near Nurse’s Office
IDP 4 (DEC 14 & 15, 2017): STEM WING

2 DAYS, 17 MEETINGS, 21 GROUPS

What we heard from BHS faculty and staff:

- STEM Wing interdisciplinary building organization: chemistry & biology share floors
- Importance of prep room between chemistry classrooms, central storage for biology department
- Collaboration space organization: Eddies along hallway preferred over individual collaboration rooms connected to classrooms
- Culinary Arts Cafe as community hub at front of building
- Makerspace more visible at center of plan on ground floor
- Science resource center as academic hub on second floor

WRA & BHS Faculty and Staff during IDP sessions at BHS campus
What we heard from BHS faculty and staff:

- Need for adult presence and collaboration spaces at main intersections
- Move ACE program to less isolated location
IDP 4 (DEC 14 & 15, 2017): TAPPAN ATHLETIC COMPLEX

2 DAYS, 17 MEETINGS, 21 GROUPS

What we heard from BHS faculty and staff:

• Spin room on the first floor
• Change Coaches’ Locker rooms to general use Locker Rooms
INTERIOR MATERIALS PALETTE - EXISTING HIGH SCHOOL

• ACT TILE CEILINGS
• DRYWALL CEILINGS
• PAINTED DRYWALL
• CERAMIC WALL TILE
• PLASTIC LAMINATE CASEWORK
• EPOXY RESIN WORK SURFACES
• INTERIOR GLAZING
• BULLETIN BOARDS / DISPLAY CABINETS
• TERRAZZO FLOORING (MAIN ENTRY)
• VCT FLOORING (MOST CORRIDORS)
DURABLE AND BROOKLINE TESTED FINISHES

FLOORING: Terrazzo, Sheet linoleum w/ welded seams, carpet tile (limited use)

WALLS: Large format porcelain tile, metal lockers, glass, ceramic tile (bathrooms, stairs)

CEILINGS: ACT, gwb, specialty acoustic ceilings (cafeteria / STEM entry, Tappan entry)

LIGHTING: All LED (limited number of fixture types)
## Project Schedule

<table>
<thead>
<tr>
<th>Year</th>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Concept Design Complete</td>
<td>Mar 2018</td>
</tr>
<tr>
<td>2016</td>
<td>Town Election</td>
<td>May 2018</td>
</tr>
<tr>
<td>2017</td>
<td>Town Vote</td>
<td>Jun 2018</td>
</tr>
<tr>
<td>2019</td>
<td>Design Development Complete</td>
<td>Jan 2019</td>
</tr>
<tr>
<td></td>
<td>MBTA MOA Signed:</td>
<td>Jul 2018</td>
</tr>
<tr>
<td></td>
<td>Early Packages for Bid Begins</td>
<td>Jan 2019</td>
</tr>
<tr>
<td></td>
<td>Construction Documents for Bid</td>
<td>Aug 2019</td>
</tr>
<tr>
<td></td>
<td>Demolition Begins</td>
<td>Aug 2019</td>
</tr>
</tbody>
</table>
GENERAL USE CLASSROOM

CLERESTORY GLASS

LOCKERS

ENTRANCE W/ Sidelight AND TRANSOM
HALLWAY ORGANIZATION AND DESIGN: SOUTH COLLABORATION SPACE
HALLWAY ORGANIZATION AND DESIGN: COLLABORATION SPACES

1ST FLOOR

2ND FLOOR

CAFETERIA

WHITE BOX

LIBRARY

CYPRESS CONF ROOM
CAFETERIA
STEM WING
STEM WING - GROUND FLOOR ‘PORCHES’
STEM WING - GROUND FLOOR MAKER SPACE VISIBILITY
CYPRESS & STEM EXTERIOR ELEVATIONS
111 CYPRESS: ELEVATIONS

TAPPAN STREET ELEVATION

CYPRESS STREET 111 CYPRESS BUILDING MBTA STATION UAB PARKING LOT UNIFIED ARTS BUILDING

CYPRESS STREET ELEVATION

ROUTE 9 BOYLSTON ST BRINGTON ROAD 111 CYPRESS BUILDING TAPPAN STREET CYPRESS FIELD DAVIS AVE
**111 CYPRESS: ELEVATIONS**

**BRINGTON ROAD WEST ELEVATION**

![BRINGTON ROAD WEST ELEVATION Diagram]

**BRINGTON ROAD SOUTH ELEVATION**

![BRINGTON ROAD SOUTH ELEVATION Diagram]
STEM WING: GREENOUGH STREET ELEVATION
TAPPAN GYMNASIUM RENOVATION
TAPPAN DESIGN UPDATE

ORIGINAL DESIGN

CURRENT DESIGN
VIEW FROM ENTRANCE TOWARDS COMMUNITY ROOM
MBTA / CYPRESS PLAZA
MBTA EGRESS PATHWAY: POSSIBLE DESIGN

5 KEY DESIGN ELEMENTS

1. STRAIGHTER ROUTE
2. LANDSCAPE BUFFER
3. CURB BULB OUT
4. ANGLED PARKING
5. LOW LIGHT LEVELS
PROJECT SUSTAINABILITY
BROOKLINE HIGH SCHOOL EXPANSION

APRIL 30, 2020

Presentations and Studies:

Please go to the links below for more information regarding the BHS expansion:

- BHS Building Committee Presentation - March 26, 2020
- BHS Building Advisory Committee Presentation - January 22, 2020
- Transportation Board Presentation (includes modifications to Brookline Hills MBTA Station) - October 2, 2019
- BHS Building Committee Presentation - October 2, 2019
- BHS Building Committee Presentation (includes 1-month look ahead of construction) - June 12, 2019
- BHS Building Committee Presentation (includes Presentation of Revised MBTA Platform and Streetscape) - April 19, 2019
- Alternative MBTA and Tappan Streetscape Designs - Parks and Recreation Commission Presentation - April 9, 2019
- Sustainability Overview Presentation - April 3, 2019 (Appendix, and Design Development Energy Analysis Report, STEM Wing/Cypress Building)
- BHS Building Committee Presentation - March 27, 2019
- Old Lincoln School Transition Presentation for 7th/8th Grade Families - March 19-21, 2019
- BHS Building Committee Presentation - February 13, 2019
- BHS Building Committee Presentation - November 19, 2018
- Project Summary Presentation - October 23, 2018
- BHS Building Committee Presentations - September 26, 2018
- BHS Building Committee Presentation - June 14, 2018
- Public Hearing Presentation - February 26, 2018
- Preliminary Schematic Design Presentation (includes Detailed Photos of Campus model) - February 8, 2018

https://www.brookline.k12.ma.us/page/1975
CYPRESS BUILDING MODEL PHOTO: AERIAL VIEW FROM TAPPAN ST
CYPRESS BUILDING MODEL PHOTO: AERIAL VIEW FROM CYPRESS ST
TAPPAN STREETSCAPE: PREVIOUS VS. PROPOSED DESIGN

PREVIOUS DESIGN

- Benches at north edge of sidewalk
- 5’ permeable paver strip adjacent to curb
- Compact plaza at Cypress Building

PROPOSED DESIGN

- Seat wall and benches at south side of sidewalk
- Elimination of permeable paver strip [difficult to maintain]
- Enlarged plaza at Cypress Building
STREETSCAPE AT TAPPAN GYM: PREVIOUS VS. PROPOSED DESIGN

PREVIOUS DESIGN

- Short benches at north side of sidewalk

PROPOSED DESIGN

OPTION 1

- 3 long benches integrated with seat wall
- Blue bikes moved to enlarged plaza by Brookline Hills MBTA station
- More bike racks

OPTION 2

- 2 long benches integrated with seat wall
- Blue bikes moved to enlarged plaza by Brookline Hills MBTA station
- More bike racks
STREETSCAPE AT TAPPAN GYM: PREVIOUS VS. PROPOSED DESIGN

PREVIOUS DESIGN

PROPOSED DESIGN
STREETSCAPE AT TAPPAN GYM: PREVIOUS VS. PROPOSED DESIGN

PREVIOUS DESIGN

PROPOSED DESIGN
STREETSCAPE AT UAB: PREVIOUS VS. PROPOSED DESIGN

PREVIOUS DESIGN

PROPOSED DESIGN
### WHERE WE ARE NOW

**March 24, 2020**

**Brookline High School Expansion Project**

**DRAFT Summary Schedule**

---

<table>
<thead>
<tr>
<th>Project A</th>
<th>Duration</th>
<th>Project B</th>
<th>Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Design Building</strong></td>
<td></td>
<td><strong>Design Building</strong></td>
<td></td>
</tr>
<tr>
<td>DD through 100% CD - GMP Set</td>
<td>August 1, 2018 - August 30, 2019</td>
<td>DD through 100% CD - GMP Set</td>
<td>August 1, 2018 - August 30, 2019</td>
</tr>
<tr>
<td><strong>Design Overhead Catenary System (OCS) and Platform</strong></td>
<td></td>
<td><strong>Construction</strong></td>
<td></td>
</tr>
<tr>
<td>OCS and Power</td>
<td>August 1, 2018 - March 15, 2019</td>
<td>OCS - Skanska &amp; MBTA</td>
<td></td>
</tr>
<tr>
<td>Platform</td>
<td>August 1, 2018 - July 1, 2019</td>
<td>MBTA platform</td>
<td></td>
</tr>
<tr>
<td>MBTA Design Submission</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Building Construction</strong></td>
<td></td>
<td><strong>STEM Construction</strong></td>
<td></td>
</tr>
<tr>
<td>July 1, 2019 - October, 2021*</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OCS</td>
<td>September 25, 2019 - March 8, 2020</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Platform</td>
<td>May 26, 2020 - December 7, 2021</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

**Project A Duration**

**Project B Duration**

---

**WHERE WE ARE NOW**

---

*Ongoing review for mitigation options to schedule impact. However, subject to change once impacts due to COVID-19 is more clearly known.*
Main Tenets of BHS Education Plan

1. Create a Unified Campus
   - Big School; Small Feel
   - Engage campus as a whole to serve educational mission

2. Engage Students Deeply
   - Explore connections between fields and subjects
   - Increase flexibility in scheduling, instruction, course offerings, and curriculum
   - Foster faculty collaboration

3. Serve All Students
   - Build connection between adults and students, and among classmates
   - Intimate feel - find your niche
Memorandum

TO: School Committee
    Ben Lummis
    Mary Ellen Normen

FROM: Matthew J. Gillis, Director of Operations & Facilities

CC: Evan Schwartz, Transportation Coordinator

RE: Transportation Contract Amendment – COVID-19 Partial Payment During Forced Shutdown

DATE: April 8, 2020 Revised April 29, 2020 (New info in Purple)

Legal Problem
The School Department is in a catch 22 with competing laws, MGL Ch 71, Section 68 the law requiring districts provide transportation for students under grade 7 and MGL Ch 41 Section 56 the law requiring we pay for goods and services only after they have been rendered.

Practical Problem (School)
If we don’t pay, the transportation companies are claiming they cannot afford to pay their drivers for the duration of the shutdown. If some drivers get another job and do not return to their position when school reopens, the vendor will have hard time filling providing service to all those routes. Putting the district in violation of MGL Ch 71, Section 68. Note: Some other communities who share our school bus vendor are planning to make a similar partial payment to ensure continuity of service. Per their business official those are: Belmont, Billerica, Cambridge, Newton, Medford, Somerville, Wellesley, Lincoln, Dover-Sherborn, and Northeast Metro Voc Tech.

Like the customer who once asked this 11-year-old paper boy, “Why didn’t you deliver to me yesterday?” And my response was, “Because the newspaper company shorted me yesterday and they all tip.” I really don’t want to see PSB on the short end of service. Customer service provider loyalty is a bit of a two-way street.

Consequence - Failure to provide to & from service for the regular school day will likely lead to some very angry and vocal parent complaints. These parents badly want to get to back to work that depend on school transportation because they actually schedule part of their lives around this service because it has been historically reliable.

Practical Problem (Town)
Consequence - If we pay a bill for services not rendered, the Town Comptroller is likely to get finding from the independent auditor.
However, if that bill is paid, at an agreed upon reduced rate, within current appropriation, then the Town Comptroller may get a pass in this situation, especially if many other communities are making similar exceptions to the statute.

Work In Progress
School business folks across the Commonwealth are trying to help the Town Comptrollers and Accountants be more comfortable with this exception request as many communities are seeking to make partial payments to ensure continuity of service when we reopen school. No one can do that better for town Accountants than the Division of Local Services (DLS). PSB, along with DESE have requested the DLS encourage an exception to MGL Ch 41, Section 56 for payment of transportation services during the COVID-19 shutdown.

The Solution
Actions to be implemented.
1. SC votes to approve the contract amendment for the COVID-19 shutdown.
2. SC authorizes Superintendent, or designee, to negotiate with vendors
3. PSB submits discounted bills for payment.
4. Select Board supports the exemption in this circumstance opts to take any findings under advisement for future payments made during a pandemic to ensure stability of services.

Effect of the Proposed Solution on Budget

1. Regular Ed Transportation (Tentative Agreement) 70% of Contracted per Diem Rate
   a. $130.50 per diem* 6 buses * 66 Max shutdown days = $51,678 less than normal operations
   b. Some schools have approved payment, all but one have reported expecting to make partial payments
   c. Every 1% on this contract amendment = $1,722 +/- for the 66 “shutdown” school days

   | Total Reg School Day Bus Budget | $495,020 |
   | Eastern Paid thru 3/12/20 | $297,540 |
   | 70% Per Diem Rate | $120,582 |
   | Est. Available on 6/30/20 | $76,898 |

2. METCO Transportation (Tentative Agreement) 63% of Contracted Per Diem Rate
   a. $181.30 per diem* 3 Buses* 66 Max shutdown days = $35,897.40 less expense to grant
   b. Grant gets amended, funds allocated to other METCO related expenses

3. Special Education Transportation (NO TA recommended) Van Company Owner seeking 95%
   a. TA with YCN Transportation on 4/29, 63% of contract rate, all routes,
   b. Numerous school system confirmed getting same rate
   c. Every 1% on this contract amendment = $8,116 for 66 days of standby service
   d. Vendor provides in-town and out-of-district service
<table>
<thead>
<tr>
<th></th>
<th>Normal Operations</th>
<th>YCN Standby</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Budget</strong></td>
<td>$ 2,250,125</td>
<td>$ 2,250,125</td>
<td></td>
</tr>
<tr>
<td>Summer transportation</td>
<td>$ 278,049</td>
<td>$ 278,049</td>
<td>Completed Aug 2019</td>
</tr>
<tr>
<td>In Town Vans</td>
<td>$ 625,691</td>
<td>$ 537,585</td>
<td>63% rate for 66 remaining school days</td>
</tr>
<tr>
<td>OOD Transport</td>
<td>$ 1,485,924</td>
<td>$ 1,282,983</td>
<td>63% rate for 66 remaining school days</td>
</tr>
<tr>
<td>MV Transport</td>
<td>$ 57,195</td>
<td>$ 39,103</td>
<td>PO, not bid contract, actuals only</td>
</tr>
<tr>
<td><strong>Estimated Exp</strong></td>
<td>$ 2,446,859</td>
<td>$ 2,136,109</td>
<td><strong>Amount Avoided Via 63% Standby</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>$ 309,139</strong></td>
</tr>
<tr>
<td><strong>Available/(Over)</strong></td>
<td><em>(196,734)</em></td>
<td>$ 112,405</td>
<td>Available on 6/30 to cover other needs</td>
</tr>
</tbody>
</table>
The Public Schools of Brookline budget is anticipating continuing to work on balancing a preliminary structural deficit for FY 20 that has grown from $517,000 as projected as part of the 1st QTR report at the beginning of the year to approximately $1,430,240. There are a number of assumptions covered as part of the analysis provided. Much of the impact and the cause for the projected deficit arise from the recent school closure due to the COVID-19 pandemic.

### FY 20 Projected 3rd Quarter/COVID-19 Budget Summary

<table>
<thead>
<tr>
<th>Category</th>
<th>Projected Year End</th>
<th>Transfers/Adjstmts</th>
<th>Revised Budget</th>
<th>Year End Projection</th>
<th>(Over)/ Under Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>51 Salaries</td>
<td>$104,014,289</td>
<td>$192,658</td>
<td>$103,821,631</td>
<td>$106,048,318</td>
<td>$(2,226,687)</td>
</tr>
<tr>
<td>52 Outside Services</td>
<td>$11,699,864</td>
<td>$375,156</td>
<td>$12,075,020</td>
<td>$11,822,602</td>
<td>$252,418</td>
</tr>
<tr>
<td>53 Supplies</td>
<td>$1,833,497</td>
<td>$82,933</td>
<td>$1,916,430</td>
<td>$2,034,254</td>
<td>$(117,824)</td>
</tr>
<tr>
<td>55 Other Charges</td>
<td>$1,091,863</td>
<td>$(310,022)</td>
<td>$781,841</td>
<td>$275,635</td>
<td>$506,206</td>
</tr>
<tr>
<td>56 Utilities</td>
<td>$10,350</td>
<td>-</td>
<td>$10,350</td>
<td>$10,350</td>
<td>-</td>
</tr>
<tr>
<td>5A Budgeted Capital</td>
<td>$1,191,685</td>
<td>$8,963</td>
<td>$1,200,648</td>
<td>$1,044,999</td>
<td>$155,649</td>
</tr>
<tr>
<td></td>
<td>$119,841,548</td>
<td>$(35,628)</td>
<td>$119,805,920</td>
<td>$121,236,160</td>
<td>$(1,430,240)</td>
</tr>
</tbody>
</table>

### Revenue Offsets

<table>
<thead>
<tr>
<th>Category</th>
<th>Original Approp</th>
<th>Transfers/Adjstmts</th>
<th>Revised Budget</th>
<th>3rd Qtr Projection</th>
</tr>
</thead>
<tbody>
<tr>
<td>Town Appropriation</td>
<td>$117,354,211</td>
<td>$30,895</td>
<td>$117,385,106</td>
<td>$117,385,106</td>
</tr>
<tr>
<td>Materials Fee/Tuition</td>
<td>$717,523</td>
<td>$(207,523)</td>
<td>$510,000</td>
<td>$510,000</td>
</tr>
<tr>
<td>Circuit Breaker</td>
<td>$1,769,814</td>
<td>$141,000</td>
<td>$1,910,814</td>
<td>$1,910,814</td>
</tr>
<tr>
<td>Revolving Fund Reimbursement</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Revenue</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Revenue</td>
<td>$119,841,548</td>
<td>$(35,628)</td>
<td>$119,805,920</td>
<td>$119,805,920</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$(1,430,240)</td>
</tr>
</tbody>
</table>
FY 20 Revenue Budget Update/Status ($35,628)

The School Department Budget experienced three major changes to its projected revenue this year. Two positive and one negative, netting a $35,635 revenue shortfall.

1. Be it confirmed, November 2019 Special Town Meeting will appropriate an additional $30,895 in Chapter 70 funds to the School Committee FY 20 budget.
2. The estimated Circuit Breaker funds received in July for FY 19 special education claims increased $141,000 and will be available to support Special Education Tuitions and Consulting services. It will allow a transfer of a portion of the Special Education Reserve fund special education transportation and the projected grant salary deficits.
3. Materials Fee Tuitions do not produce the historically projected amount in this line item. It only generates approximately $510,000 each year for 180 students. The original projection was $717,523 The difference were one time fund deposits of non-recurring rebates, refunds, or other receipts that either should have been designated as a grant, separate revolving fund, credit to expense, or a general fund receipt.

FY 20 Known Deficit Issues ($1,430,240, Projected)

Personnel: ($2,226,687)
Due to the building closure as a result of the COVID-19 pandemic, the School Department personnel expenses have shifted. The School Committee agreed to continue payment of all personnel during the closure. Additional actions were also taken during the month that have budgetary impact. The analysis of the personnel budget includes estimates as to the financial impact of the following:

- Suspension of BEEP Tuition and retaining employees providing services
- Suspension of renting School Facilities and continuing payment of custodians in Rental of Facility Account
- Additional Expenses due to school building closure (Custodians/Food Service)
- State and Federal Grant Personnel lines in deficit by $115k need amendments filed moving expense dollars to payroll accounts
- Reports of Unknown/Anticipated Hours and additional pay not submitted prior to March 13 closure.
- Vacation Buy Back Estimate of $300k

Substitute Cost Update: Typically, the substitute overage should be covered by the unexpended balance in UNIT A lines as the primary use of this account is substitute teachers. However, there are two other costs that are affecting the ability to forecast substitutes. The first is the PARA classroom coverage of $31 per day above their regular hourly pay. Often times it is helpful and appropriate to have PARAs perform the duties of a substitute IF a daily sub is not hired to backfill the PARA duties. One financial burden to this coverage is that a para will be paid $15.50 (1/2 day) to cover anywhere from 20 minutes to half a school day when a teacher is at a meeting or otherwise out of the classroom for a short period of time.

What has been surprising is the Long Term Substitutes and Daily Substitutes over the last five years have outpaced the cost savings of teachers on leaves. The school building closure has resulted in a projected cost avoidance of over $660,000.
On April 8, 2020 the FY 20 budget was frozen. All FY 20 vacancies were reviewed and accounts locked. At this time, Senior Leadership are reviewing all requests for expenditure and providing determination as to it being essential. Currently, the analysis includes the following as part of the freezing of all expense accounts.

- All Open Purchase Orders are being evaluated for their potential to be liquidated returning funds to the bottom line
- Reserve funds for Simmons College Unpaid Bill $51,250 - Town Meeting must authorize to pay this invoice to Simmons College through Warrant Article 5.
- Holding in reserve $200,000 in Special Education Reserve for year-end services and supports
- Holding $500,000 in abeyance for $250,000 of unapproved requisitions and $250,000 in unknown invoices for goods and services without Purchase Orders.
- Additional Expenses due to school building closure (Instructional Materials and Cleaning Supplies)

Revolving Funds Deficits: ($1,100,000)

The School Committee voted to suspend collection of BEEP tuition and Lease amounts for Rental of Facilities. The impact of this decision is approximately $1,000,000. Due to refund of spring fees, Athletics is also anticipating a deficit.

Continuing Ongoing Budget Monitoring:
In order to prevent, curtail, or be forewarned about the scope and magnitude of any future deficit the following will be in place for fiscal year close

1. Senior Leadership are reviewing all requests for expenditure and providing determination as to it being essential.

2. All Operating Budget and State Grants will close for ALL spending, excluding regular compensation on May 1.

3. Federal Grants and Revolving Funds will close for ALL spending, excluding regular compensation on June 1.

4. All professional development workshops that will be conducted after May 1 will be encumbered against the workshop payroll account until such time as the sign in sheets are
received by June 30 and paid through payroll.

5. Ongoing work to identify all additional compensation will continue. Each will be reviewed to confirm funding, ideally, prior to work being completed. If funding is not available, and it is a reoccurring expenditure, funding will be identified and added to the FY 20 budget.

6. Additional process, procedures, systems will be reviewed during the summer and training developed and delivered to administrative assistants and budget managers throughout the school year.
<table>
<thead>
<tr>
<th>Description</th>
<th>March 12 - April 6</th>
<th>Additional Days through June 30</th>
<th>Approved Reserve Fund Transfer</th>
<th>Estimated Costs</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Expenses due to school building closure</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Custodians double time charged to COVID-19;</td>
<td></td>
<td></td>
<td></td>
<td>$75,600</td>
<td>TBD FEMA</td>
</tr>
<tr>
<td>Food Service Partial COVID 19 Partical Operating Deficit</td>
<td></td>
<td></td>
<td></td>
<td>$54,000</td>
<td>TBD FEMA</td>
</tr>
<tr>
<td>Instructional Materials Reallocating Expenses for software and training that is now needed due to closure</td>
<td></td>
<td></td>
<td></td>
<td>75,000</td>
<td></td>
</tr>
<tr>
<td>Operations Supplies and Materials.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Estimated Products on hand consumed by accelerated cleaning, disinfecting and hand washing =</td>
<td>$35,000</td>
<td>$105,000</td>
<td>-$35,000</td>
<td>$105,000</td>
<td>TBD FEMA</td>
</tr>
<tr>
<td>Estimated School Requisitions and Quotes over last 3 weeks, some quotes still in transit =</td>
<td>$14,000</td>
<td>$42,000</td>
<td>-$14,000</td>
<td>$42,000</td>
<td>TBD FEMA</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$351,600</td>
<td></td>
</tr>
<tr>
<td>Impact on Suspension of Revolving Fund Revenue</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Revolving Funds Deficits (Athletics)</td>
<td></td>
<td></td>
<td></td>
<td>$50,000</td>
<td></td>
</tr>
<tr>
<td>Revolving Funds Deficits (BEEP)</td>
<td></td>
<td></td>
<td></td>
<td>$970,993</td>
<td></td>
</tr>
<tr>
<td>Revolving Funds Deficits (Rental of Facilities)</td>
<td></td>
<td></td>
<td></td>
<td>$90,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$1,110,993</td>
<td></td>
</tr>
<tr>
<td>Total Estimated Unexpected Expenditures</td>
<td></td>
<td></td>
<td></td>
<td>-$49,000</td>
<td>$1,462,593</td>
</tr>
</tbody>
</table>
Draft Public Schools of Brookline Student Field Trip Policy
4.30.20 School Committee 2nd Reading/Possible Vote

The Public Schools of Brookline (the “PSB”) recognizes that first-hand experiences provided by school-sponsored trips (“Field Trips”) are an effective and worthwhile means of learning. Therefore, the PSB encourages Field Trips that are related to the total school program and curriculum, or otherwise provide meaningful experiences for students. Field Trips shall be organized, planned and approved in accordance with this policy.

I. Purpose of Field Trips

All Field Trips shall be designed to supplement the educational program or provide meaningful enrichment opportunities for students.

II. Approval

Field Trips shall be organized and approved in accordance with this policy. Each Field Trip must be approved in advance by the Superintendent and the applicable school leader provided that the Superintendent and/or the applicable school leader may designate one or more persons to approve Field Trips on her/his/their behalf. Any such designation may apply to all or a certain subset of Field Trips as determined by the Superintendent or the applicable school leader.

In addition to the foregoing, all Field Trips involving overnight, out-of-state or international travel must be approved by the School Committee. Neither the Superintendent nor any school leader (nor any respective designee thereof) shall approve a Field Trip unless and until the following information regarding the Field Trip has been provided to the Superintendent, the applicable school leader, or their respective designee(s), as applicable:

- Purpose
- Date(s)
- Itinerary
- Estimated number of students
- Costs per student
- Designation of PSB staff leader(s)
- Anticipated ratio of chaperones to students
- Transportation arrangements
- Meal and lodging arrangements
- Means of financing/funding
- Drafts of contracts associated with the Field Trip
- Description of process to determine student eligibility
- Emergency crisis plan
- Travel Insurance (if and to the extent required by the Superintendent or her/his designee).
All requests for the approval of a Field Trip must be submitted in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Field Trip Type</th>
<th>Deadline for Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>In-State Trips</td>
<td>30 days prior to Field Trip</td>
</tr>
<tr>
<td>Out-of-State Trips</td>
<td>60 days prior to Field Trip</td>
</tr>
<tr>
<td>International Trips</td>
<td>May 15\textsuperscript{th} of the academic year preceding the academic year in which the Field Trip will take place\textsuperscript{1}</td>
</tr>
</tbody>
</table>

III. Access

The right of a student to participate in any Field Trip shall not be infringed upon or impaired because of gender, race, ethnicity, color, national origin, ancestry, religion, sexual orientation, sexual identity or disability.

Files for all students participating in a Field Trip shall be reviewed to determine if any accommodations, supports or modifications are required in order for a student to participate in and have equal access to such Field Trip.

The Field Trip proponent(s) shall ensure that no student is denied participation in a Field Trip because of financial inability to pay the fee or costs associated with the Field Trip. A student’s ability to pay shall be determined pursuant to the Public Schools of Brookline’s Student Financial Assistance Policy. School leaders, students and groups may engage in reasonable fundraising efforts to defray the cost of a Field Trip provided that all such fundraising is conducted in accordance with all PSB policies including, without limitation, any policy relative to student activity accounts.

No student shall be denied participation in a Field Trip as a form of punishment for previous behavior for which he/she/they have been disciplined. A student may only be excluded from a Field Trip if the date or dates of his/her/their suspension or expulsion from school coincides with the scheduled date or dates of the Field Trip, or if, in the reasonable judgment of the Principal/Headmaster in consultation with school-based staff, a student’s previous or current behavior poses a substantial risk to the health, safety and welfare of the student, other students and/or staff participating in the Field Trip.

IV. Non-Participating Students on Curriculum-Based Field Trips

Students who do not participate in a curriculum-based Field Trip that takes place during the regularly scheduled school day shall be provided with alternate instructional activities that have related academic and intellectual value.

V. Cancellation/Rescheduling

Approval of all Field Trips shall be conditional. Such approval may be revoked or a Field Trip may be rescheduled due to an exigency or other circumstances that warrant cancellation or rescheduling of a Field Trip. The PSB and the Brookline School Committee will not be responsible for any financial

\textsuperscript{1} Provided that such requirement may be waived by the Superintendent in her/his/their discretion
obligations incurred, any monies that are non-refundable or any monies that are otherwise lost due to the cancellation or rescheduling of a Field Trip, or due to a student’s exclusion from participation and access to a Field Trip as a result of the student’s suspension or expulsion from school, or safety-based exclusion on the date or dates of the Field Trip.

VI. Conflicts of Interest

In no event shall PSB staff members or chaperones involved in organizing and/or attending a Field Trip be compensated, directly or indirectly, from any company, sponsor or others for his or her role in organizing or attending the Field Trip. However, the Massachusetts Ethics Commission does allow for the costs of the trip for the staff member/chaperone to be covered, in which case the staff members(s)/chaperone(s) must file a Disclosure of Financial Interest Form with the School Committee and the Town Clerk.

Upon the filing of any such Disclosure of Financial Interest Form, the Field Trip may not occur unless and until the School Committee determines that the benefits of the Field Trip to the students outweigh the private benefit to the staff member, tour company and/or the chaperones.

PSB staff members are prohibited from soliciting non-school sponsored, privately run trips through the school system. PSB staff who privately conduct educational tours or trips must clearly state that these trips are not school-sponsored and that the School Committee and the PSB do not sanction the trip nor assume any responsibility or liability for the trip.

VII. Student Conduct

All rules and policies of the Public Schools of Brookline and the applicable school community shall apply on all Field Trips.

VIII. Procedures

The Superintendent, or her/his/their designee, shall develop procedures for the review and approval of Field Trips. The procedures must include provisions that ensure, without limitation, that (i) all students have parental/guardian permission for Field Trips; (ii) all Field Trips are properly supervised by PSB staff or qualified chaperones that have undergone adequate background checks, (iii) all safety precautions are observed, (iv) students participating in Field Trips will have access to adequate transportation, lodging and meals, and (v) all Field Trips allow for equal access and reasonable accommodations by all interested students. All such procedures shall comply with this policy, and all applicable state and federal laws.
MEMORANDUM OF AGREEMENT
BETWEEN
THE BROOKLINE SCHOOL COMMITTEE
AND
THE BROOKLINE EDUCATORS UNION – UNIT A
APRIL 2020

The Brookline School Committee (“School Committee”) and the Brookline educators Union – Unit A (“Union”) collectively referred to as the “Parties”, agree to extend their September 1, 2016 – August 31, 2019 collective bargaining agreement through August 31, 2020 with the amendments in this Memorandum of Agreement. The Parties agree to the following amendments:

1. Article 13 Duration (September 1, 2019 – August 31, 2020)
   A. Replace “2019” with “2020”
   B. Replace “2016” with “2019”
   C. Update the dates that the Union ratified and Committee approved this Memorandum of Agreement.

2. Appendix A.1 Teacher Salary Schedules
   Amend the Salary Schedules in Appendix A.1, Appendix A.2, and Appendix A.3 as follows:
   
<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>September 1, 2019</td>
<td>1.5%</td>
</tr>
</tbody>
</table>

This Memorandum of Agreement is subject to ratification by the Union membership and approval by the School Committee.

Agreed1 to by the negotiating teams for the Parties on the date(s) indicated below:

Brookline School Committee

____________________ Date: __________
Suzanne Federspiel

Brookline Educators Union – Unit A

____________________ Date: __________
Jessica Wender-Shubow

---

1 Due to the fact that members of the Parties’ negotiating teams are working remotely as a result of COVID-19, members of the Parties negotiating teams are signing electronically, and their electronic signatures constitute authentic signatures.
MEMORANDUM OF AGREEMENT
BETWEEN
THE BROOKLINE SCHOOL COMMITTEE
AND
THE BROOKLINE EDUCATORS UNION – UNIT B
APRIL 2020

The Brookline School Committee (“School Committee”) and the Brookline educators Union – Unit B (“Union”) collectively referred to as the “Parties”, agree to extend their September 1, 2016 – August 31, 2019 collective bargaining agreement through August 31, 2020 with the amendments in this Memorandum of Agreement. The Parties agree to the following amendments:

1. Article 13 Duration (September 1, 2019 – August 31, 2020)
   A. Replace “2019” with “2020”
   B. Replace “2016” with “2019”
   C. Update the dates that the Union ratified and Committee approved this Memorandum of Agreement.

2. Appendix A.1 Teacher Salary Schedules
   Amend the Per Diem Rates in Appendix A.1 and Appendix A.2 as follows:
<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>September 1, 2019</td>
<td>1.5%</td>
</tr>
</tbody>
</table>

This Memorandum of Agreement is subject to ratification by the Union membership and approval by the School Committee.

Agreed\(^1\) to by the negotiating teams for the Parties on the date(s) indicated below:

**Brookline School Committee**

____________________
Suzanne Federspiel

____________________
Date: __________

**Brookline Educators Union – Unit B**

____________________
Jessica Wender-Shubow

____________________
Date: __________

---

\(^1\) Due to the fact that members of the Parties’ negotiating teams are working remotely as a result of COVID-19, members of the Parties negotiating teams are signing electronically, and their electronic signatures constitute authentic signatures.