

RECORD OF THE REGULAR MEETING OF THE BROOKLINE SCHOOL COMMITTEE ON **THURSDAY, APRIL 30, 2020** AT 6:00 PM (REMOTE VIA WEBEX). STATUTORY NOTICE OF THIS MEETING WAS FILED WITH THE TOWN CLERK.

School Committee Members Present: Ms. Schreiner-Oldham (Chair), Ms. Federspiel (Vice Chair), Dr. Abramowitz (for executive session, only), Ms. Charlupski, Ms. Ditkoff, Mr. Glover, Ms. Monopoli, Mr. Pearlman, and Ms. Scotto. Also present: Mr. Lummis, Ms. Normen, Dr. Gittens, Ms. Ngo-Miller, and Ms. Coyne.

Others present: Select Board Member Nancy Heller, Building Project Manager Ray Masak, Building Project Manager Tony Guigli, Director of Operations Matt Gillis, Andy Felix (Hill International Inc.), Andrew Jonic (William Rawn Associates, Architects Inc.), Sam Lasky (William Rawn Associates, Architects Inc.), Heath Principal Asa Sevelius, Pierce Principal Lesley Ryan-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.

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
- iii. Driscoll School Project: Jonathan Levi Architects Designer Contract Amendments 3, 4, and 5 (Attachment A)
- iv. Driscoll School Project: Leftfield Owner's Project Manager Contract Amendment 2 (Attachment B)
- v. Brookline High School Project: William Rawn Associates Design Services Contract Amendment 16 (Attachment C)
- 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 (2<sup>nd</sup> Reading/Possible Vote)**

Mr. Glover presented the proposed Field Trip Policy (Attachment H). The Subcommittee reviewed public comment on the 1<sup>st</sup> 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

**CONTRACT FOR DESIGNER SERVICES**

**AMENDMENT NO. 3**

**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:

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

Acoustical Engineering – Noise Sound Measurements	\$ 0	\$ 0	\$ 5,500	\$ 5,500
Extra Services Estimate – \$376,827 Remaining	\$ 0	\$ 0	\$ 0	\$ 0
<b>Total Fee</b>	<b>\$1,179,260</b>	<b>\$ 7,259,563</b>	<b>\$ 123, 173</b>	<b>\$ 8,561,996</b>

This Amendment is a 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:**

**DESIGNER:**

\_\_\_\_\_  
 (print name)

Philip Gray  
 (print name)

\_\_\_\_\_  
 (print title)

Principal  
 (print title)

By: \_\_\_\_\_  
 (signature)

By:   
 (signature)

Date: \_\_\_\_\_

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.

Task 1: Drill 900' test well	\$82,363
10% markup by McPhail included above	
Task 2: Field representation	\$12,500
10% markup	\$1,250
Task 3: Report	\$6,000
10% markup	\$600
Task 4: drilling fluid disposal	\$14,960
<u>10% Markup by McPhail included above</u>	
<b>Total</b>	<b>\$117,673</b>

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 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 Ryan) 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 Ryan 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



construction purposes such as the depth to bedrock, the quality of bedrock, rock fractures, groundwater production and borehole stability.

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<sup>st</sup> and concluded the evening of Sunday May 3<sup>rd</sup> or the morning of Monday May 4<sup>th</sup>. 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.



Jonathan Levi Architects  
March 12, 2020  
Page 5

**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

A handwritten signature in blue ink, appearing to read "Jonathan W. Patch".

Jonathan W. Patch, P.E.

A handwritten signature in blue ink, appearing to read "Joseph G. Lombardo, Jr.".

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

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.

Measurement and Report	\$5,000
<u>10% Markup</u>	<u>\$500</u>
<b>Total</b>	<b>\$5,500</b>

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



33 Moulton Street  
Cambridge MA 02138  
617 499 8000  
acentech.com



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:

<b>Fee for Basic Services</b>	<b>Original Contract</b>	<b>Previous Amendments</b>	<b>Amount of This Amendment</b>	<b>Total of All Amendments</b>
Feasibility Study/Schematic Design Phase	\$1,179,260	\$ 500	\$ 0	\$ 1,179,760
CA #2 - Design Development Phase	\$ 0	\$ 1,814,766	\$ 0	\$ 1,814,766
CA #2 - Construction Documents Phase	\$ 0	\$ 2,540,672	\$ 0	\$ 2,540,672
CA #2 - Bidding Phase	\$ 0	\$ 290,363	\$ 0	\$ 290,363
CA #2 - Construction Phase	\$ 0	\$ 2,540,672	\$ 0	\$ 2,540,672
CA #2 - Completion Phase	\$ 0	\$ 72,590	\$ 0	\$ 72,590



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)

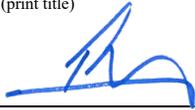
By: \_\_\_\_\_  
(signature)

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.

Task 1: Confirmatory Hazmat Survey	\$18,610
Task 2: Summary Report and Cost Estimate	\$5,680
Task 3 DD and CD Documents	\$6,680
Task 4: Construction Administration	\$4,000
Task 5: Abatement Project Monitoring	\$90,950
<b>Subtotal</b>	<b>\$125,920</b>
10% Markup	\$12,592
<b>Total</b>	<b>\$138,512</b>

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



**CDW CONSULTANTS, INC.**  
CIVIL & ENVIRONMENTAL ENGINEERS

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.

#### Task 2. Hazardous Materials Report

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
<b>Task 1 Subtotal</b>	<b>\$ 18,610</b>

### Task 2. Summary Report and Cost Estimate

Labor:	\$ 5,680
<b>Task 2 Subtotal</b>	<b>\$ 5,680</b>

### Task 3. Design Development and Construction Documents

Labor:	\$ 6,680
<b>Task 3 Subtotal</b>	<b>\$ 6,680</b>

### Task 4. Construction Administration

Labor:	\$ 4,000
<b>Task 4 Subtotal</b>	<b>\$ 4,000</b>

### 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
<b>Task 5 Subtotal</b>	<b>\$ 90,950</b>

<b><u>Total Project Cost</u></b>	<b><u>\$ 125,920</u></b>
----------------------------------	--------------------------

## 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.**

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

**AGREED AND ACCEPTED BY CLIENT:**

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:

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



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
	<hr/>
Subtotal	\$172,250
	<hr/>
10% markup	\$17,225
	<hr/>
<b>Total</b>	<b>\$189,475</b>

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
6. Health and Safety Plan.

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:

<i>Task</i>	<i>Description</i>	
1	Subsurface Investigation & Final Foundation Engineering Report	\$47,000
2	Design Assistance Services	\$8,500
3	Construction Phase Submittal Review	\$8,500
4	Construction Phase Monitoring Services	\$108,250
	<b>Total</b>	<b>\$172,250</b>

### **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.



Jonathan Levi Architects  
March 4, 2020  
Page 7

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

A handwritten signature in blue ink that reads "Nicholas D. Hodge".

Nicholas D. Hodge

BY \_\_\_\_\_

A handwritten signature in blue ink that reads "Joseph G. Lombardo, Jr.".

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

DATE \_\_\_\_\_

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
<hr/>	
Subtotal	\$122,000
10% markup	\$12,200
<hr/>	
<b>Total</b>	<b>\$134,200</b>

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:



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

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), semivolatle 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:

<i>Task</i>	<i>Description</i>	
1	Subsurface Exploration & Soil Management Plan	\$103,500
2	Groundwater Testing for Construction Dewatering Permit	\$9,500
3	LSP Profiles for Proposed Soil Disposal Facilities	\$9,000
	<b>Total</b>	<b>\$122,000</b>



### **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



Jonathan Levi Architects  
March 4, 2020  
Page 8

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

JONATHAN LEVI ARCHITECTS

A handwritten signature in blue ink that reads "Nicholas D. Hodge".

Nicholas D. Hodge

BY \_\_\_\_\_

A handwritten signature in blue ink that reads "Joseph G. Lombardo, Jr.".

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

DATE \_\_\_\_\_

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.

Task 4: Supplemental Geoenvironmental	\$11,500
10% markup	\$1,150
Task 5: Supplemental Geotechnical	\$4,000
10% markup	\$400
<hr/>	
<b>Total</b>	<b>\$17,050</b>

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 closet 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:

<i>Task</i>	<i>Description</i>	
4	Supplemental Geoenvironmental Engineering Services	\$11,500
5	Supplemental Geotechnical Engineering Subsurface Investigation	\$4,000
	<b>Total</b>	<b>\$15,500</b>

### **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.



Jonathan Levi Architects  
April 2, 2020  
Page 5

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

A handwritten signature in blue ink that reads "Nicholas D. Hodge".

Nicholas D. Hodge

A handwritten signature in blue ink that reads "Joseph G. Lombardo, Jr.".

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

JONATHAN LEVI ARCHITECTS

BY \_\_\_\_\_

DATE \_\_\_\_\_

\\McPhail-fs2\McPhail\Working Documents\Proposals\6693 Driscoll School Supp Geonv and geotech 040220.docx

NDH/jgl

**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

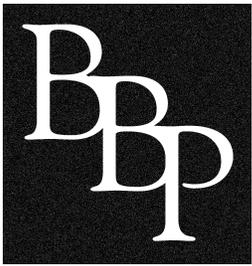
**WHEREAS**, effective as of April 8, 2020, the parties wish to amend the contract, as amended:

**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:

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





Invoice	
No: 78375	Date: 01/13/20

Sally Rogers  
 Leftfield, LLC  
 225 Franklin Street, 26th Floor  
 Boston MA 02110

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

Acct.No	Ordered by	Phone	P.O. No	Prepared by	Sales Rep	Ship By
8067	Sally Rogers	774-263-4746		Stasia Moskovis	House	Courier Service
Quantity	Description					Price
1	(1) "Driscoll School OIG Application for CMR 1-9-20" (232 pgs.) ONE Sided 8.5 x 11 Color Copies on 32# Hammermill (pgs. 1 -202) - (pgs. 203 - 232 11 x 17 & Folded to 8.5 x 11 - Insert Tabs - See Notes - 3 Hole Drill & Insert into 3" Clear View Binder					225.15
1	(1) Driscol School Transmittal; 1 Sheet, 8.5 x 11, Color Single-Sided, 28# White - LOOSE					1.00
<p><i>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.</i></p> <p><i>We accept all major credit cards, checks and ACH payments.</i></p>					Subtotal 226.15 Shipping / <del>Delivery</del> 15.00 Postage 0.00 Tax <del>No Tax</del> <del>14.13</del> TOTAL 255.28 Paid 0.00 <b>BALANCE 255.28</b>	Net 30 Days

Subtotal: \$241.15  
 10% LeftField Fee \$ 24.12  
 Total: \$265.27

## Lynn Stapleton

---

**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

Name	Value
Transaction ID	151420200120094754647318
Creation Time	01/20/20 09:47:54
Source	Manual Payments
Type	Sale
Status	Pending
Result	Success
Total Amount	293.93
Tax	0.00
Auth Code	00012C
Account Holder	
Account Type	Master Card
Token	059058725
Last Four	0980
Expiration	04/21
Email	
Phone	
Notes 1	CN13865386
Notes 2	
Notes 3	

Cost: \$293.93  
10% Fee: \$ 29.39  
Total: \$323.32

On Fri, Jan 17, 2020 at 3:03 PM Dillon, Deb <[ddillon@wickedlocal.com](mailto: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](mailto: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

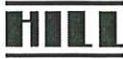
**SUBJECT:** Brookline High School- Amendment 16  
Design Services (FY 19)

**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.



# Hill International

Hill International, Inc.  
75 Second Avenue, Suite 300  
Needham, MA 02494  
Tel: 617-778-0900  
Fax: 617-778-0999  
www.hillintl.com

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 3<sup>rd</sup> 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 3<sup>rd</sup> 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 3<sup>rd</sup> 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 14<sup>th</sup> 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,

Andy Felix  
Project Director

Ray Masak  
Project Manager  
Town of Brookline Building Department  
Brookline Town Hall  
333 Washington Street  
Brookline, MA 02445

~~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 3<sup>rd</sup> 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 Skanska's cost estimate on April 26<sup>th</sup> (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 3<sup>rd</sup> 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.
- Update Construction Documents: Floor Plans, Reflected Ceiling Plans, Interior Elevations, Finish Schedule, Finish Plans, Door Schedule
- 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 3<sup>rd</sup> 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;

~~Scope #2 Fee Summary~~

~~WRA: \$11,840  
Subtotal: \$11,840~~

~~**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.~~

~~Scope #3 Fee Summary~~

~~HSH: \$3,000  
WRA 10% Admin: \$300  
WRA: \$4,000  
Subtotal: \$7,300~~

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).

Scope #4 Fee Summary

McPhail: \$12,600  
WRA 10% Admin: \$1,260  
Subtotal: \$13,860

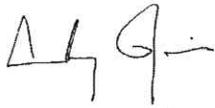
\$83,220

**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:

<b>Fee for Basic Services:</b>	<b>Original Contract*</b>	<b>After this Amendment:</b>
		Amendment fee: <del>\$102,360</del> _____
Feasibility Study Phase	\$ _____	\$ _____ \$95,160
Schematic Design Phase	\$ _____	\$ _____
Design Development Phase	\$ _____	\$ _____
Construction Document Phase	\$ _____	\$ _____
Bidding Phase	\$ _____	\$ _____
Construction Phase	\$ _____	\$ _____
Completion Phase	\$ _____	\$ _____
*Includes previous Amendments		
<b>Total Fee</b>	<b><u>\$13,818,720.00</u></b>	<del><b>\$13,921,080.00</b></del> \$13,72,3560.00

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.

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)

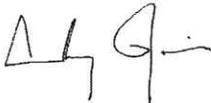
Date \_\_\_\_\_

DESIGNER

Andrew Jonic \_\_\_\_\_  
(print name)

Senior Associate \_\_\_\_\_  
(print title)

By



\_\_\_\_\_  
(signature)

Date 03.30.20 \_\_\_\_\_

**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*

Name	Hours	Rate	Total
Design Princ.	4	\$ 275	\$ 1,100
Project Mgr	42	\$ 250	\$ 10,500
Architect I	10	\$ 200	\$ 2,000
Staff Designer I	298	\$ 120	\$ 35,760
			\$ 49,360

**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*

Name	Hours	Rate	Total
Project Mgr	20	\$ 250	\$ 5,000
Architect I	20	\$ 150	\$ 3,000
Staff Designer I	32	\$ 120	\$ 3,840
			\$ 11,840

**Scope #3: Transportation Board Meeting**

Tasks

*Update previous transportation board meeting slides*

*Meeting prep conference call*

*Attend Transportation Board meeting*

Name	Hours	Rate	Total
Project Mgr	16	\$ 250	\$ 4,000
			\$ 4,000

<b>Total (WRA Fee)</b>			<b>\$ 65,200</b>
------------------------	--	--	------------------

## Andrew Jonic

---

**From:** Sam Lasky  
**Sent:** Friday, March 29, 2019 5:15 PM  
**To:** 'rmasak@brooklinema.gov'; Camiolo, Donna  
**Cc:** Erik Tellander; Andrew Jonic  
**Subject:** BHS - Late arrival of Skanska 60% CD estimate

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.

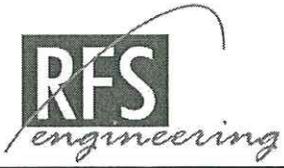
Presuming the PM&C 60% pricing is on-budget, the Design Team will need to proceed to the May 1 deadlines on that basis. If Skanska produces its 60% estimate 4 days before the May 1 deadline (as Hill indicated Skanska had said was the new date), the Design Team will not have time to reconcile with PM&C, 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.

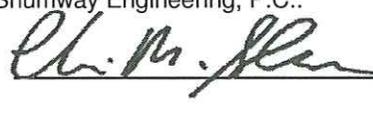
Sincerely,

**Samuel M. Lasky, FAIA**, LEED AP BD+C  
Principal  
d. 617.598.3318 c. 617.872.6408

**WILLIAM RAWN ASSOCIATES** | Architects. Inc.

10 Post Office Sq. Suite 1010  
Boston, MA 02109  
t. 617.423.3470  
www.rawnarch.com



<b>CONTRACT AMENDMENT</b>		Date:	February 6, 2020
		Project No.:	R18-8405.001
		Amendment No.:	3
		Billing Group:	
<b>Project Name:</b>		Engineering Services Brookline High School Campus Expansion	
<b>Change in Scope</b> <i>(increased, unchanged, or decreased)</i>	<b>Fee Adjustments</b>		
<p>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.</p> <p>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</p>	\$ 20,000		
<b>Fee Adjustment this Amendment</b>		\$ 20,000	
<b>Last Agreed Upon</b>		<b>New Date of</b>	
Date of Completion: N/A		Completion: N/A	
Client to sign and return one copy of this form.		Rist-Frost-Shumway	
For William Rawn Associates, Architects, Inc.:		Project Manager Approval: 	
Signature: _____		For Rist-Frost-Shumway Engineering, P.C.:	
Date		Signature:  2/5/2020	
Type or Print		Type or Print Chris Shumway, P.E., LEED AP	
		Name/Position: President	

Rist-Frost-Shumway Engineering, P.C. | [www.rfsengineering.com](http://www.rfsengineering.com)  
 Boston, MA | Laconia, NH | Portland, ME

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

## Andrew Jonic

---

**From:** Parks, Ian <IanParks@hillintl.com>  
**Sent:** Thursday, March 26, 2020 1:35 PM  
**To:** Andrew Jonic  
**Cc:** Felix, Andy; Vo, Andy  
**Subject:** FW: Brookline HS Project A Soil Disposal Testing Proposal  
**Attachments:** 6324 - BHS - Project A - Supp. Soil Pre-Characterization Services - 032320.pdf

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](http://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

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**From:** Jason Huestis <[JSH@mcphailgeo.com](mailto:JSH@mcphailgeo.com)>  
**Sent:** Monday, March 23, 2020 3:58 PM  
**To:** Andrew Jonic <[AJonic@rawnarch.com](mailto:AJonic@rawnarch.com)>  
**Cc:** Thomas J. Fennick <[TJF@mcphailgeo.com](mailto:TJF@mcphailgeo.com)>  
**Subject:** Brookline HS Project A Soil Disposal Testing Proposal

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: 617-349-7337  
[www.mcphailgeo.com](http://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.

Off-site disposal of excess soil is currently governed by 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.

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.

	5 Day Standard Turnaround	3 Day Rush Turnaround (50% Premium)	2 Day Rush Turnaround (75% Premium)
Characterization Testing	\$6,600	\$9,900	\$11,550
Data Evaluation and update of Soil Profile Packages	\$6,000	\$6,000	\$6,000
<b>Total Fee:</b>	<b>\$12,600</b>	<b>\$15,900</b>	<b>\$17,550</b>



William Rawn Associates, Architects, Inc.  
March 23, 2020  
Page 3

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

A handwritten signature in black ink, appearing to read "Jason Huestis".

Jason S. Huestis

WILLIAM RAWN ASSOCIATES, ARCHITECTS, INC.

BY \_\_\_\_\_

A handwritten signature in black ink, appearing to read "Thomas J. Fennick".

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

DATE \_\_\_\_\_

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

JSH/tjf



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<sup>1</sup>), to allow HSH staff to support the on-going review.

Contract terms remain per the Prime Agreement between Howard Stein Hudson and William Rawn Associates, Architects, dated August 16, 2017, and revised for DD-CA on July 10, 2018.

## Scope

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### **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.

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<sup>1</sup> Proposal from Howard Stein Hudson to Ms. Sindu Meier, William Rawn Associates, September 8, 2017.



HSH'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.

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## Fees for Services

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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**.

Task	Budget
Add-on to Task 6 - Meetings	<u>\$3,000</u>
<b>Total</b>	<b>\$3,000</b>

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

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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,

Guy D. Busa, Jr.  
Principal

**Approved:**

**William Rawn Associates, Architects, Inc.**

By: \_\_\_\_\_

Date: \_\_\_\_\_



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

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Project Role	Hourly Rate
Principal/Senior Advisor	\$210 - \$350
Senior Engineer/Planner	\$155 - \$255
Engineer/Planner	\$130 - \$200
Junior Engineer/Planner	\$105 - \$170
Graphics/Production	\$100 - \$155
Co-op/Administrative Assistant	\$75 - \$140

*Rates subject to annual adjustment on July 1.*



**TOWN of BROOKLINE**  
*Massachusetts*

**BUILDING DEPARTMENT**

Daniel Bennett  
Building Commissioner

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.



# Hill International

Hill International, Inc.  
75 Second Avenue, Suite 300  
Needham, MA 02494  
Tel: 617-778-0900  
Fax: 617-778-0999  
www.hillintl.com

April 14, 2020 (revised April 16<sup>th</sup>)

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,



Andy Felix, MCPPO  
Project Director



**Skanska USA Building**

101 Seaport Blvd., Suite 200

Boston, MA 02210

Phone 617-574-1400

Fax 617-574-1399

Web [www.usa.skanska.com](http://www.usa.skanska.com)

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, 3<sup>rd</sup> 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 Lasky, Andy Jonic (William Rawn Associates)



**AIA**<sup>®</sup>

# Document G701<sup>™</sup> – 2017

## Change Order

<b>PROJECT:</b> <i>(Name and address)</i> Expansion of Brookline High School, (Project A and Project B) Brookline, MA 02445	<b>CONTRACT INFORMATION:</b> Contract For: Construction  Date: July 24, 2018	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: Pre-GMP Amendment 015 R1 Date: April 8, 2020
<b>OWNER:</b> <i>(Name and address)</i> Town of Brookline, Massachusetts, by and through the Board of Selectmen of Brookline 333 Washington Street, Brookline, MA 02445	<b>ARCHITECT:</b> <i>(Name and address)</i> William Rawn Associates Architects Inc.  10 Post Office Square, Suite 1010, Boston, Massachusetts 02109	<b>CONTRACTOR:</b> <i>(Name and address)</i> Skanska USA Building Inc.  101 Seaport Boulevard, Suite 200, Boston, MA 02210

**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 15b - 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.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

William Rawn Associates Architects Inc.  
ARCHITECT (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE

Skanska USA Building Inc.

CONTRACTOR (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE

Town of Brookline

OWNER (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE

  
DANIEL P. LAMBERTI, SR.  
4/9/20

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:



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**



**Skanska USA Building**

101 Seaport Blvd., Suite 200

Boston, MA 02210

Phone 617-574-1400

Fax 617-574-1399

Web [www.usa.skanska.com](http://www.usa.skanska.com)

Date

APRIL 8, 2020

Reference

Skanska Project No. 1318014 – Expansion & Renovation of Brookline High School (Project A and Project B) – **Pre-GMP Amendment No. 016**

Mr. Raymond Masak, Project Manager  
**TOWN OF BROOKLINE BUILDING DEPARTMENT**  
333 Washington Street, 3<sup>rd</sup> 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,

**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 Lasky, Andy Jonic (William Rawn Associates)



# AIA Document G701™ – 2017

## Change Order

<b>PROJECT:</b> <i>(Name and address)</i> Expansion of Brookline High School, (Project A and Project B) Brookline, MA 02445	<b>CONTRACT INFORMATION:</b> Contract For: Construction  Date: July 24, 2018	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: Pre-GMP Amendment 016 Date: April 8, 2020
<b>OWNER:</b> <i>(Name and address)</i> Town of Brookline, Massachusetts, by and through the Board of Selectmen of Brookline 333 Washington Street, Brookline, MA 02445	<b>ARCHITECT:</b> <i>(Name and address)</i> William Rawn Associates Architects Inc.  10 Post Office Square, Suite 1010, Boston, Massachusetts 02109	<b>CONTRACTOR:</b> <i>(Name and address)</i> Skanska USA Building Inc.  101 Seaport Boulevard, Suite 200, Boston, MA 02210

**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 Corona Virus / 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.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

William Rawn Associates Architects Inc.  
ARCHITECT (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE

Skanska USA Building Inc.  
CONTRACTOR (Firm name)

SIGNATURE

Daniel P. Lanneville, Sr. VP

PRINTED NAME AND TITLE

4/9/20

DATE

Town of Brookline  
OWNER (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE

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.

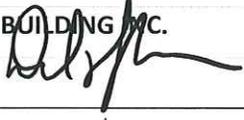
EXHIBITS TO AMENDMENT:

- 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**

**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**

**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 USGBS 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**

The Date of Substantial Completion for the Project prior to this Amendment is:	TBD
This Amendment revises the Contract duration by (Calendar Days):	0
The revised Date of Substantial Completion is:	TBD
The scope associated with Pre GMP Amendment is currently planned to be performed in this time period:	TBD

**EXHIBIT E – SCHEDULE OF VALUES (SUMMARY OF THIS AMENDMENT)**

EXHIBIT E – SCHEDULE OF VALUES (SUMMARY OF THIS AMENDMENT)

PRE-GMP AMENDMENT # 016

	DESCRIPTION OF WORK	BASE CONTRACT VALUE	Summary of Pre-GMP Amendments 1 to 14	Summary of PCCC's 1 to 14 (Pre-GMP Amendments 12a, 13a, 14a)	PRE-GMP AMENDMENT 12a - Pre GMP	PRE-GMP AMENDMENT 12b - Change Order	PRE-GMP AMENDMENT 14a - Pre GMP	PRE-GMP AMENDMENT 14b - Change Order	REVISED CONTRACT VALUE
<b>PROJECTS A AND B</b>									
100.150.01500000.5031	General Requirements		\$ 1,838,113	\$ 63,040		\$ 19,808			\$ 1,920,961
<b>PROJECT A: 311 Express</b>									
<b>SUBCONTRACTS (SO)</b>									
200.200.02270000.5020	Final Cleaning		\$ 331,688	\$ -					\$ 331,688
200.200.02290000.5020	Demolition and Abatement		\$ 250,000	\$ -					\$ 250,000
200.200.02300010.5020	Monitoring Allowance		\$ 1,202,600	\$ -					\$ 1,202,600
200.200.02450000.5020	Support of Excavation		\$ 4,540,542	\$ (64,500)					\$ 4,476,042
200.200.03400010.5020	Shelwork and Foundations		\$ 3,997,999	\$ -					\$ 3,997,999
200.200.03400020.5020	Concrete		\$ 624,727	\$ -					\$ 624,727
200.200.04000000.5020	Site Concrete		\$ 16,458	\$ -					\$ 16,458
200.200.05120000.5020	Precast Concrete (Mock Ups)		\$ 5,007,650	\$ -					\$ 5,007,650
200.200.05120010.5020	Steel		\$ -	\$ -					\$ -
200.200.05120020.5020	Milwork		\$ -	\$ -					\$ -
200.200.05120030.5020	Fireproofing		\$ -	\$ -					\$ -
200.200.05120040.5020	Overhead Doors		\$ -	\$ -					\$ -
200.200.05120050.5020	Doors, Frames Hardware		\$ -	\$ -					\$ -
200.200.05120060.5020	Curtainwall		\$ 7,159,815	\$ -					\$ 7,159,815
200.200.05120070.5020	Drivwall		\$ 6,475,000	\$ -					\$ 6,475,000
200.200.05120080.5020	Carpet		\$ -	\$ -					\$ -
200.200.05120090.5020	Resinous Flooring		\$ -	\$ -					\$ -
200.200.05120100.5020	Misc. Specialties		\$ -	\$ -					\$ -
200.200.05120110.5020	Signage		\$ -	\$ -					\$ -
200.200.05120120.5020	Food Service		\$ -	\$ -					\$ -
200.200.05120130.5020	Window Shades		\$ -	\$ -					\$ -
200.200.05120140.5020	Overhead VAV		\$ -	\$ -					\$ -
200.200.05120150.5020	Laboratory Casework		\$ -	\$ -					\$ -
200.200.05120160.5020	Theatre Drapery		\$ -	\$ -					\$ -
200.200.05120170.5020	Stage/Theatre Equipment		\$ -	\$ -					\$ -
200.200.14200000.5020	Elevators		\$ 832,853	\$ -					\$ 832,853
200.200.14200010.5020	Audiovisual		\$ -	\$ -					\$ -
200.200.14200020.5020	Landscape / Hardcape		\$ -	\$ -					\$ -
<b>TRADE CONTRACTS (BONDS)</b>									
200.200.04000010.5020	Masonry		\$ 2,830,000	\$ -					\$ 2,830,000
200.200.04000020.5020	Misc. Metal		\$ 2,342,181	\$ -					\$ 2,342,181
200.200.07100000.5020	Waterproofing (Below Grade)		\$ 553,713	\$ -					\$ 553,713
200.200.07100010.5020	Waterproofing (Above Grade)		\$ 851,060	\$ -					\$ 851,060
200.200.07100020.5020	Roofing		\$ 1,213,408	\$ -					\$ 1,213,408
200.200.08810000.5020	Interior Glass		\$ 1,004,000	\$ -					\$ 1,004,000
200.200.09300000.5020	Tile		\$ 1,015,800	\$ -					\$ 1,015,800
200.200.09310000.5020	Acoustic Ceilings		\$ 1,059,000	\$ -					\$ 1,059,000
200.200.09650000.5020	Resilient Floor		\$ 412,335	\$ -					\$ 412,335
200.200.09400000.5020	Terrazzo		\$ 951,131	\$ -					\$ 951,131
200.200.10000000.5020	Paint		\$ 334,000	\$ -					\$ 334,000
200.200.15300000.5020	Fire Protection		\$ 789,125	\$ -					\$ 789,125
200.200.15400000.5020	Plumbing		\$ 1,893,000	\$ -					\$ 1,893,000
200.200.15700000.5020	HVAC		\$ 7,441,500	\$ -					\$ 7,441,500
200.200.16000000.5020	Electric		\$ 4,096,000	\$ -					\$ 4,096,000
<b>PROJECT B: Tappan Dym</b>									
<b>SUBCONTRACTS (SO)</b>									
300.300.01581500.5020	Final Cleaning		\$ -	\$ -					\$ -
300.300.02065000.5020	Scalfold and Overhead Protection		\$ 234,650	\$ -	\$ 8,842				\$ 243,492
300.300.02065010.5020	Stework (STEM)		\$ 2,580,500	\$ -					\$ 2,580,500
300.300.02065020.5020	Concrete (STEM)		\$ 1,912,041	\$ -					\$ 1,912,041
300.300.02065030.5020	Site Concrete		\$ -	\$ -					\$ -
300.300.02270000.5020	Demolition and Abatement (STEM)		\$ 1,515,859	\$ 3,830					\$ 1,519,689
300.300.03400000.5020	Precast Concrete (STEM)		\$ 209,442	\$ -					\$ 209,442
300.300.05120000.5020	Structural Steel (STEM)		\$ 3,100,000	\$ -					\$ 3,100,000
300.300.05120010.5020	Milwork		\$ -	\$ -					\$ -
300.300.05120020.5020	Fireproofing		\$ 68,900	\$ -					\$ 68,900
300.300.05120030.5020	Overhead Doors		\$ 34,446	\$ -					\$ 34,446
300.300.05120040.5020	Doors, Frames Hardware		\$ 157,800	\$ -					\$ 157,800
300.300.05120050.5020	Curtainwall (STEM)		\$ 3,039,510	\$ -					\$ 3,039,510
300.300.05120060.5020	Drivwall (STEM)		\$ 3,487,500	\$ -					\$ 3,487,500
300.300.05120070.5020	Carpet		\$ 13,845	\$ -					\$ 13,845
300.300.05120080.5020	Resinous Flooring		\$ 22,845	\$ -					\$ 22,845
300.300.05120090.5020	Misc. Specialties		\$ 131,903	\$ -					\$ 131,903
300.300.05120100.5020	Signage		\$ 49,977	\$ -					\$ 49,977
300.300.05120110.5020	Food Service		\$ -	\$ -					\$ -
300.300.05120120.5020	Window Shades		\$ -	\$ -					\$ -
300.300.05120130.5020	Laboratory Casework		\$ -	\$ -					\$ -
300.300.14200000.5020	Elevators (STEM)		\$ 197,445	\$ -					\$ 197,445
300.300.14200010.5020	Audiovisual		\$ -	\$ -					\$ -
300.300.14200020.5020	Landscape / Hardcape		\$ -	\$ -					\$ -
<b>TRADE CONTRACTS (BONDS)</b>									
300.300.04000010.5020	Masonry (STEM)		\$ 1,532,000	\$ -					\$ 1,532,000
300.300.04000020.5020	Misc. Metal (STEM)		\$ 1,010,000	\$ -					\$ 1,010,000
300.300.07100000.5020	Waterproofing (STEM Below Grade)		\$ 91,972	\$ -					\$ 91,972
300.300.07100010.5020	Waterproofing (STEM Above Grade)		\$ 349,600	\$ -					\$ 349,600
300.300.07100020.5020	Roofing (STEM)		\$ 917,478	\$ -					\$ 917,478
300.300.08810000.5020	Interior Glass (STEM)		\$ 496,650	\$ -					\$ 496,650
300.300.09300000.5020	Tile (STEM)		\$ 455,242	\$ -					\$ 455,242
300.300.09310000.5020	Acoustic Ceilings (STEM)		\$ 993,900	\$ -					\$ 993,900
300.300.09650000.5020	Resilient Floor (STEM)		\$ 339,539	\$ -					\$ 339,539
300.300.09400000.5020	Terrazzo (STEM)		\$ 468,498	\$ -					\$ 468,498
300.300.10000000.5020	Paint (STEM)		\$ 332,280	\$ -					\$ 332,280
300.300.15300000.5020	Fire Protection (STEM)		\$ 436,922	\$ -					\$ 436,922
300.300.15400000.5020	Plumbing (STEM)		\$ 1,503,800	\$ -					\$ 1,503,800
300.300.15700000.5020	HVAC (STEM)		\$ 4,342,400	\$ -					\$ 4,342,400
300.300.16000000.5020	Electric (STEM)		\$ 3,027,000	\$ -					\$ 3,027,000
<b>PROJECT C: Enabling</b>									
<b>SUBCONTRACTS (SO)</b>									
300.310.01400000.5020	Final Cleaning (Enabling)		\$ -	\$ -	\$ 36,601				\$ 36,601
300.310.02000000.5020	Stework (Enabling)		\$ 853,300	\$ 3,450		\$ 1,181			\$ 857,931
300.310.02065000.5020	Concrete (Enabling)		\$ 263,500	\$ 447		\$ (27,143)			\$ 236,804
300.310.02450000.5020	Support of Excavation (Enabling)		\$ 78,000	\$ 11,243		\$ 1,685			\$ 90,928
300.310.03400000.5020	Shelwork and Foundations (Enabling)		\$ 17,366	\$ -					\$ 17,366
300.310.03400010.5020	Concrete (Enabling)		\$ 340,650	\$ 20,018		\$ 749			\$ 361,417
300.310.03400020.5020	Site Concrete (Enabling)		\$ 10,000	\$ (5,937)		\$ 40			\$ 4,103
300.310.04000000.5020	Masonry (Enabling)		\$ -	\$ -					\$ -
300.310.04000010.5020	Masonry (Enabling)		\$ 163,200	\$ -		\$ 2,362			\$ 165,562
300.310.04000020.5020	Misc. Metal (Enabling)		\$ 86,540	\$ 15,163		\$ 3,895			\$ 105,598
300.310.07100000.5020	Waterproofing (Enabling)		\$ 61,139	\$ -					\$ 61,139
300.310.09310000.5020	Painting (Enabling)		\$ 35,900	\$ 187		\$ (13,215)			\$ 22,872
300.310.15300000.5020	Fire Protection (Enabling)		\$ 96,263	\$ 10,917		\$ (1,000)			\$ 106,180
300.310.15400000.5020	Plumbing (Enabling)		\$ 178,000	\$ 7,936		\$ (23,200)			\$ 162,736
300.310.15700000.5020	HVAC (Enabling)		\$ 847,000	\$ 12,793		\$ (930)			\$ 858,863
300.310.16000000.5020	Electric (Enabling)		\$ 383,000	\$ 14,021		\$ (4,900)			\$ 392,121

EXHIBIT E – SCHEDULE OF VALUES (SUMMARY OF THIS AMENDMENT)

PRE-GMP AMENDMENT # 016

	DESCRIPTION OF WORK	BASE CONTRACT VALUE	Summary of PreGMP Amendments 1 to 14	Summary of PCOD's 1 to 4 (PreGMP Amendments 12a, 13a, 14a)	PRE-GMP AMENDMENT 15a - Pre GMP	PRE-GMP AMENDMENT 15b - Change Order	PRE-GMP AMENDMENT 15a - Pre GMP	PRE-GMP AMENDMENT 15b - Change Order	REVISED CONTRACT VALUE
<b>PROJECT D - 3rd Floor</b>			\$ -	\$ -					\$ -
SUBCONTRACTS (SO)			\$ -	\$ -					\$ -
TRADE CONTRACTS (BONDS)			\$ -	\$ -					\$ -
<b>PROJECT E: Streetscape</b>			\$ -	\$ -					\$ -
SUBCONTRACTS (SO)			\$ -	\$ -					\$ -
TRADE CONTRACTS (BONDS)			\$ -	\$ -					\$ -
<b>PROJECT F: Deferred Maintenance</b>			\$ -	\$ -					\$ -
SUBCONTRACTS (SO)			\$ -	\$ -					\$ -
300.110.14400000.5010	Elevator Modernization Work		\$ 898,317	\$ -					\$ 898,317
TRADE CONTRACTS (BONDS)			\$ -	\$ -					\$ -
			\$ -	\$ -					\$ -
<b>SUBTOTAL</b>		\$ -	\$ 96,138,419	\$ 128,461	\$ -	\$ 69,227	\$ -	\$ -	\$ 96,337,317
			\$ -	\$ -					\$ -
100.110.019132000.5040	Subcontractor Default Insurance		\$ 677,081	\$ 587	\$ -	\$ 682	\$ -	\$ -	\$ 678,350
			\$ -	\$ -					\$ -
<b>PROJECT H: MBTA WORK</b>			\$ -	\$ -					\$ -
400.400.03000010.5020	Enabling and OCS / Platform		\$ 11,259,281	\$ 16,465					\$ 11,275,746
			\$ -	\$ -					\$ -
<b>TOTAL DIRECT COST</b>		\$ -	\$ 108,076,740	\$ 145,703	\$ -	\$ 69,974	\$ -	\$ -	\$ 108,291,887
			\$ -	\$ -					\$ -
100.800.21900200.5040	Design Contingency		\$ -	\$ -					\$ -
	Construction Contingency		\$ 2,508,993	\$ (44,282)	\$ -	\$ (34,612)	\$ -	\$ -	\$ 2,430,099
	Evaluation Contingency		\$ -	\$ -					\$ -
100.850.00000010.5010	Owner Question Allowance		\$ 130,000	\$ 70,000					\$ 200,000
	COVID Allowance		\$ -	\$ -		\$ 50,000	\$ -	\$ -	\$ 50,000
<b>TOTAL CONTINGENCIES</b>		\$ -	\$ 2,638,993	\$ 25,718	\$ -	\$ (14,612)	\$ 50,000	\$ -	\$ 2,680,099
100.110.01910000.5040	Builder's Risk Insurance		\$ 311,123	\$ 475	\$ -	\$ 140	\$ -	\$ -	\$ 311,817
100.110.01923500.5040	C.C.P.		\$ 3,014,133	\$ 4,554	\$ -	\$ 985	\$ 1,129	\$ -	\$ 3,018,001
100.110.01903500.5040	Railroad Insurance		\$ 95,950	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 95,950
100.110.01911000.5040	Skanska Bond		\$ 871,499	\$ 1,395	\$ -	\$ 337	\$ 381	\$ -	\$ 873,547
<b>TOTAL INSURANCE AND BONDS</b>		\$ -	\$ 4,292,705	\$ 6,422	\$ -	\$ 1,462	\$ 1,852	\$ -	\$ 4,300,379
100.100.01000000.5010	General Conditions		\$ 2,109,366	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,109,366
<b>SUBTOTAL CM SERVICES</b>		\$ -	\$ 2,109,366	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,109,366
100.100.26500000.4000	Fee		\$ 2,141,010	\$ -	\$ -	\$ -	\$ 950	\$ -	\$ 2,141,960
100.100.01100000.5010	Change Order OHS&P		\$ -	\$ 12,884	\$ -	\$ 9,241	\$ -	\$ -	\$ 22,127
<b>CONSTRUCTION TOTAL</b>		\$ -	\$ 118,653,285	\$ 190,727	\$ -	\$ 45,978	\$ 67,804	\$ -	\$ 118,942,794
100.PRE.00100000.5010	Preconstruction Services		\$ 476,528	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 476,528
100.PRE.00100000.5010	MBTA Preconstruction		\$ -	\$ 70,512	\$ -	\$ -	\$ -	\$ -	\$ 70,512
<b>GRAND TOTAL</b>		\$ -	\$ 119,224,797	\$ 190,727	\$ -	\$ 45,978	\$ 67,804	\$ -	\$ 120,499,231

**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).

<b>Submitted Date</b>	<b>Required Acceptance Date</b>
April 8, 2020	April 14, 2020*

\* Date of next scheduled Brookline Building Commission Meeting

# **BROOKLINE HIGH SCHOOL EXPANSION**

**SCHOOL COMMITTEE MEETING  
APRIL 30, 2020**



## **AGENDA**

- **PROJECT OVERVIEW**
- **PROJECT GOALS AND IDEAS**
- **SCHEDULE**
- **COMMUNITY ENGAGEMENT**
- **DESIGN OVERVIEW**
- **CONSTRUCTION PROGRESS**
- **BUDGET**



# BROOKLINE HIGH SCHOOL EXPANSION



# 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



# 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**





# REASONS FOR THE PROJECT

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## 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.

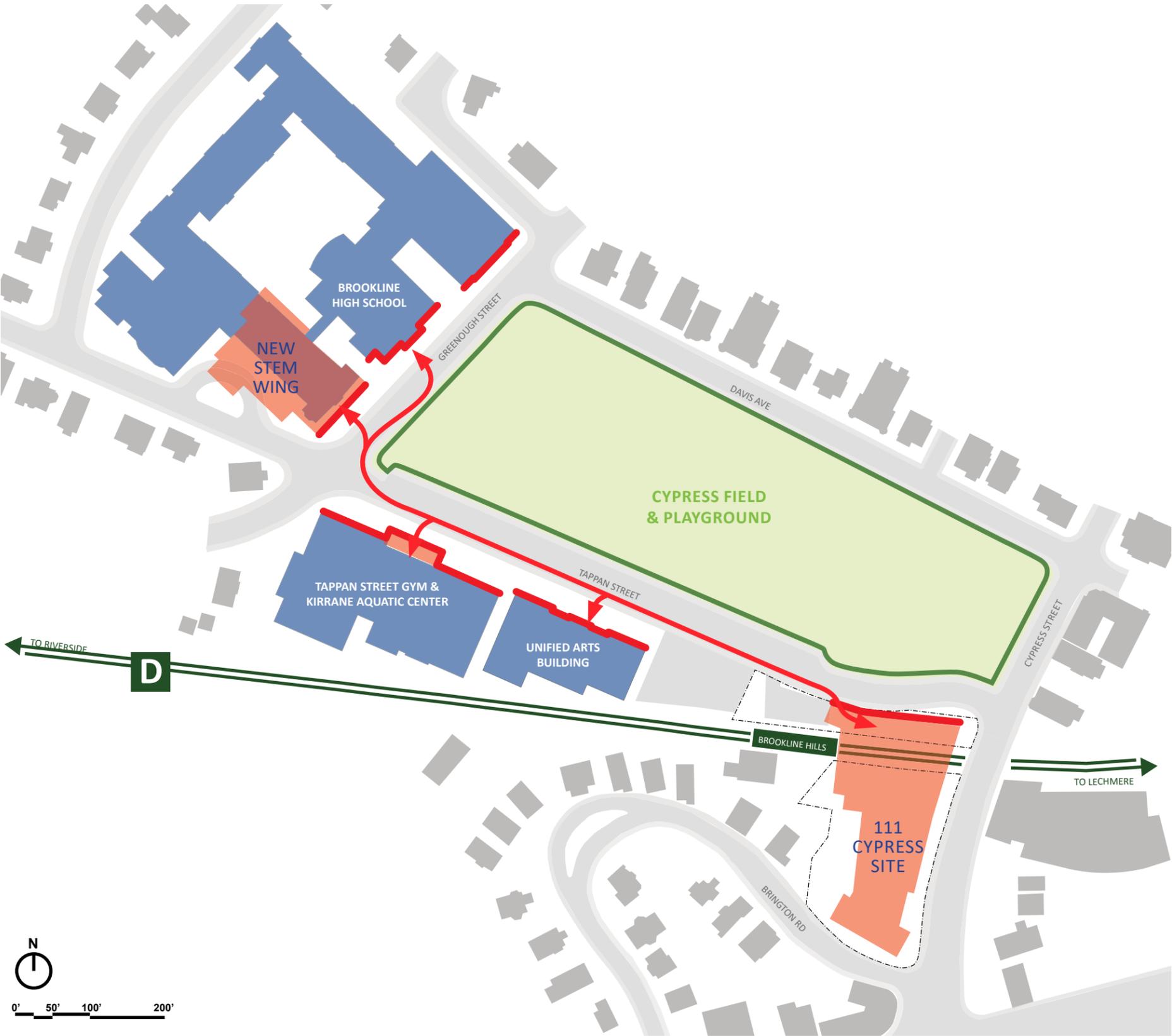
## 3. BHS Education Plan

- 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

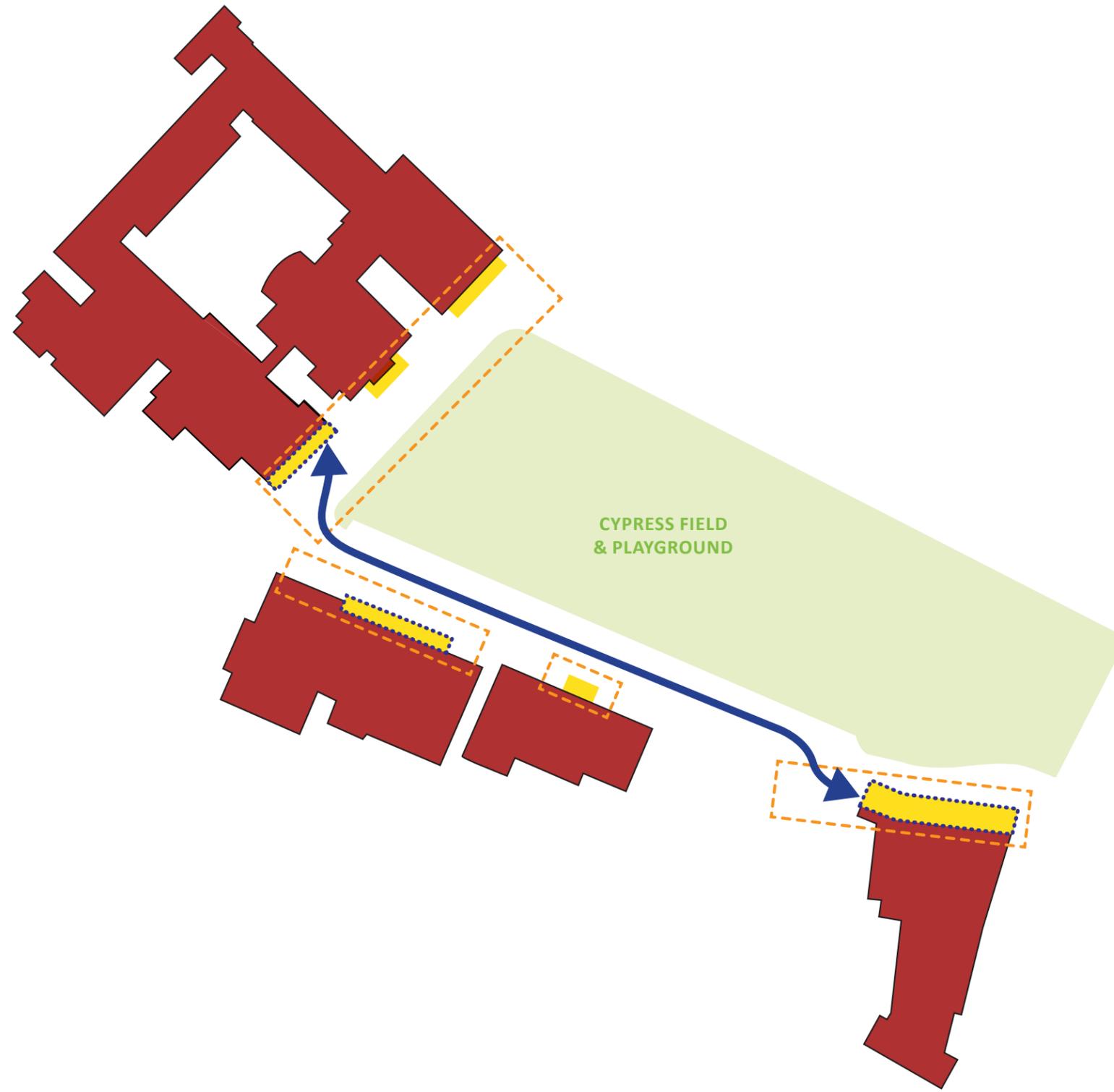
- World Languages (Main Building)
- Electives (Unified Arts Building /Main Building)
- Health & Fitness (Tappan)

## 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



WRA & BHS Faculty during IDP session at BHS campus



WRA & Community Members at BHS Expansion Advisory Building Committee Meeting

# BRINGTON ROAD NEIGHBORS' MEETING (DEC 20, 2017)



# FACULTY & STUDENT OPEN HOUSE AT BHS (FEB 15, 2018)



*WRA with BHS Faculty & Students during Open House Session at BHS campus*



# REVIEW OF STEM WING PLANS WITH BHS FACULTY (MAY 11, 2018)



# FULL SCALE CHEM / BIO LAB MOCKUP (JUNE 21, 2018)



# BHS OPEN HOUSE (FEBRUARY 2020)



# BHS OPEN HOUSE (FEBRUARY 2020)



# 111 CYPRESS BUILDING (NOW 22 TAPPAN ST)

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# 111 CYPRESS: RESPONDING TO EDUCATION PLAN

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## 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

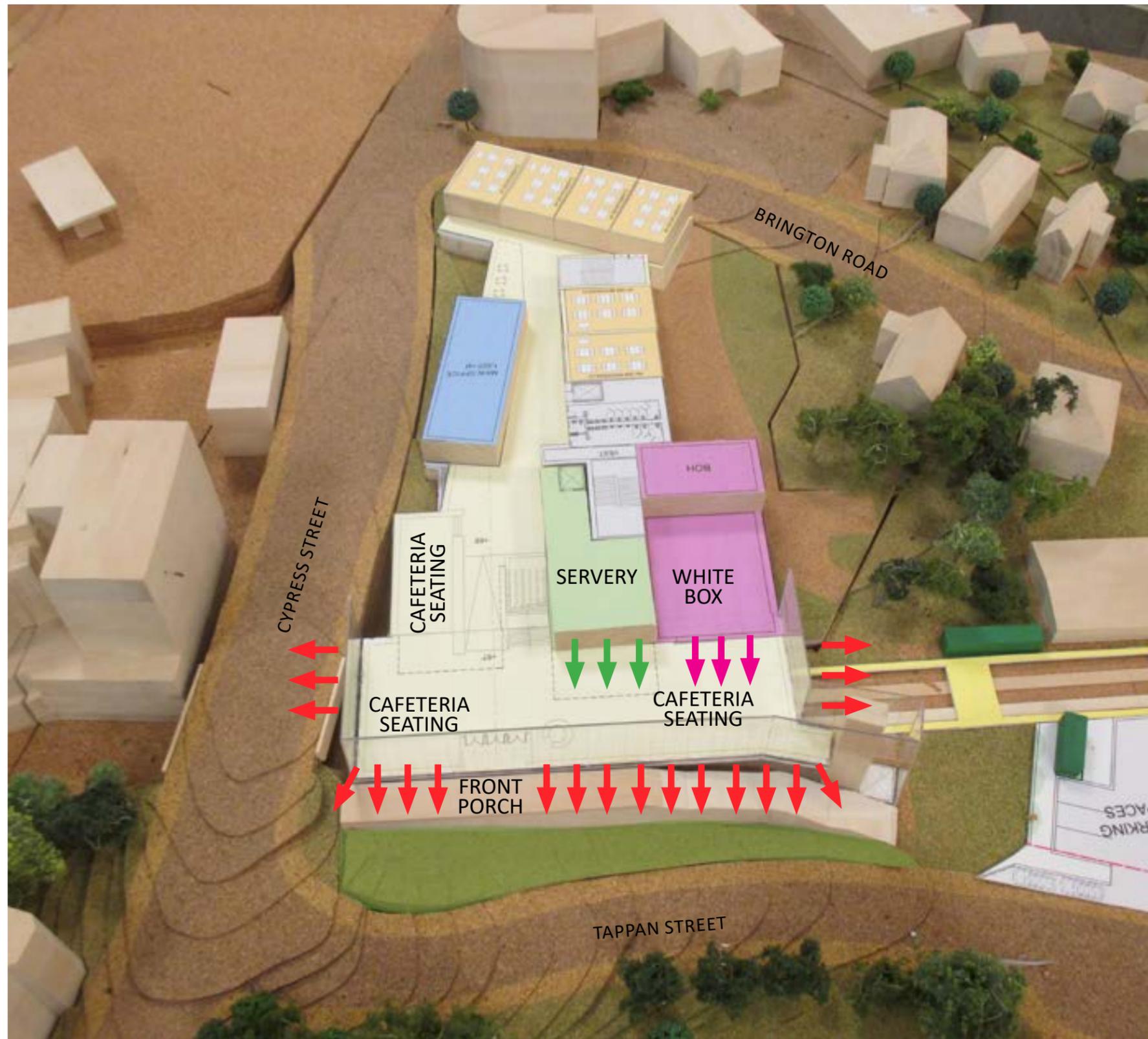
- Interdisciplinary “Quilt” organization: classrooms programmed as any discipline (Math, English, or Social Studies)
- Flexible classroom seating and teaching arrangements
- Integrated breakout spaces
- “Front Porch” on Tappan: a place like Greenough Street for after-school gathering
- See & Be Seen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

WHITE BOX - MULTIPLE USES



LECTURES / MEETINGS

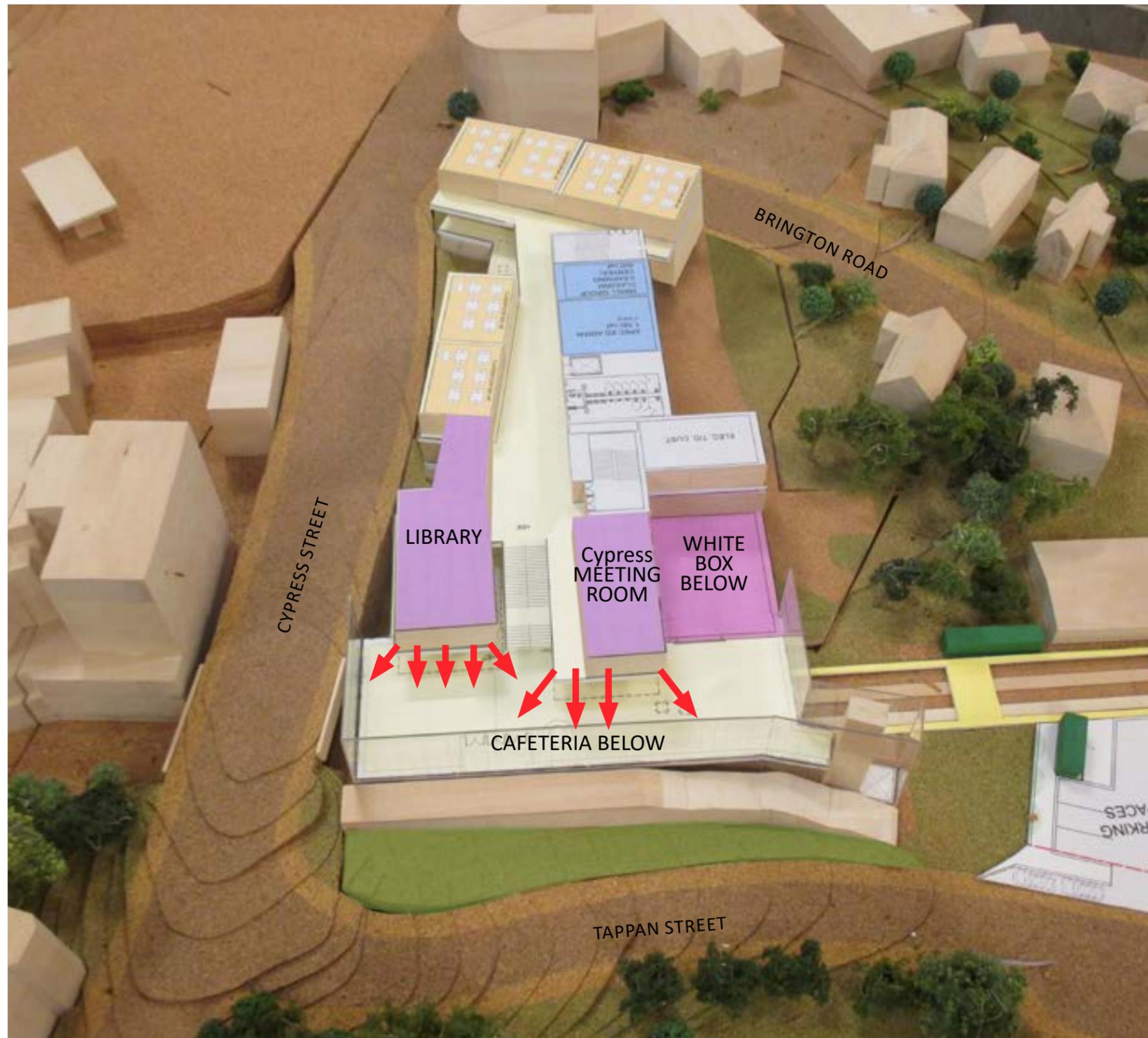


CLASSES



PERFORMANCE

# 111 CYPRESS: MAJOR PUBLIC SPACES FRONTING CYPRESS FIELD (LEVEL 2)



LEVEL 2

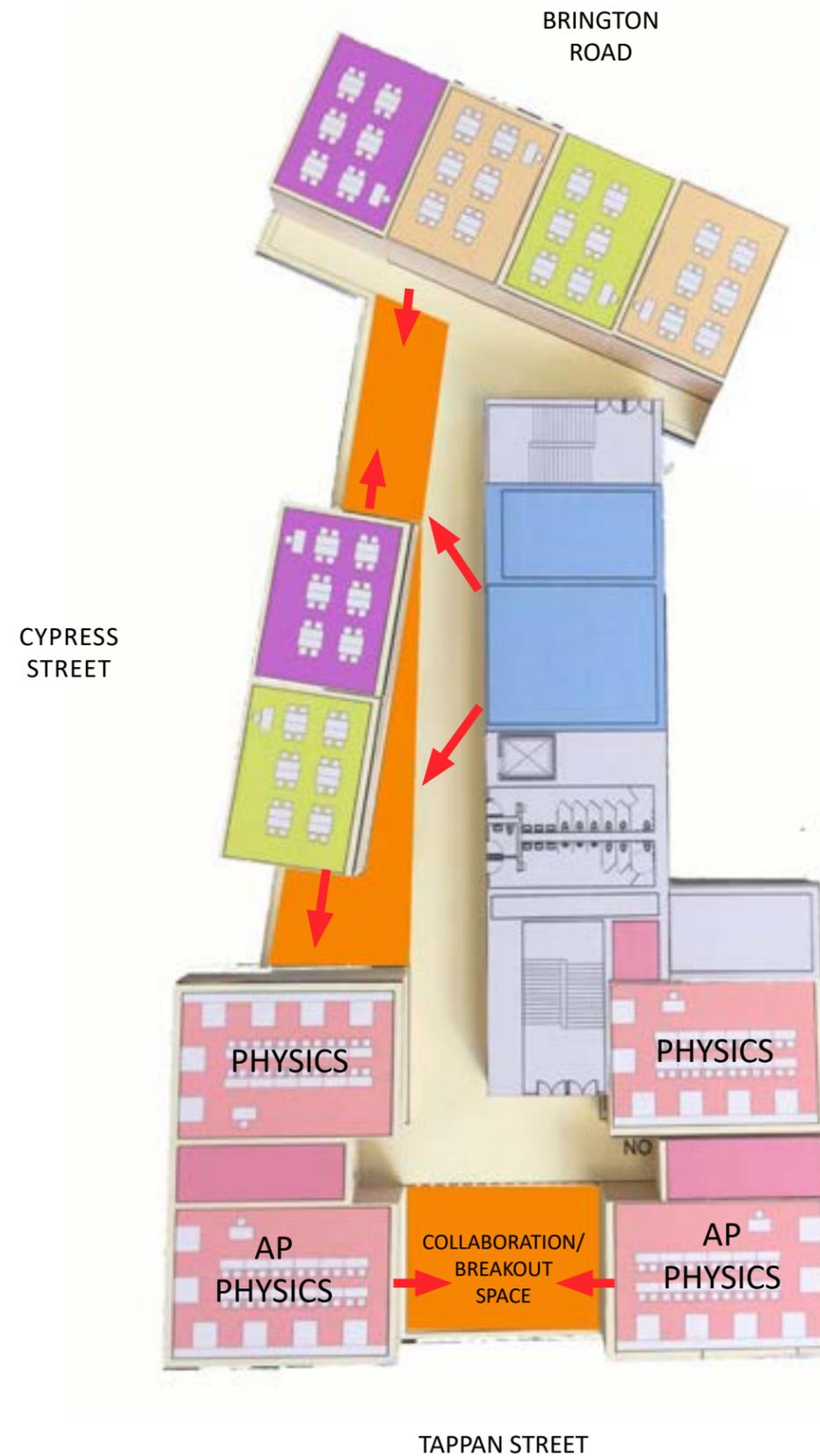


*Library Porch Precedent: Concord Carlisle High School*



*Library Reading Room Precedent: Noble & Greenough Academic Inquiry Center (Under Construction)*

# 111 CYPRESS: INTERDISCIPLINARY CLASSROOM ORGANIZATION

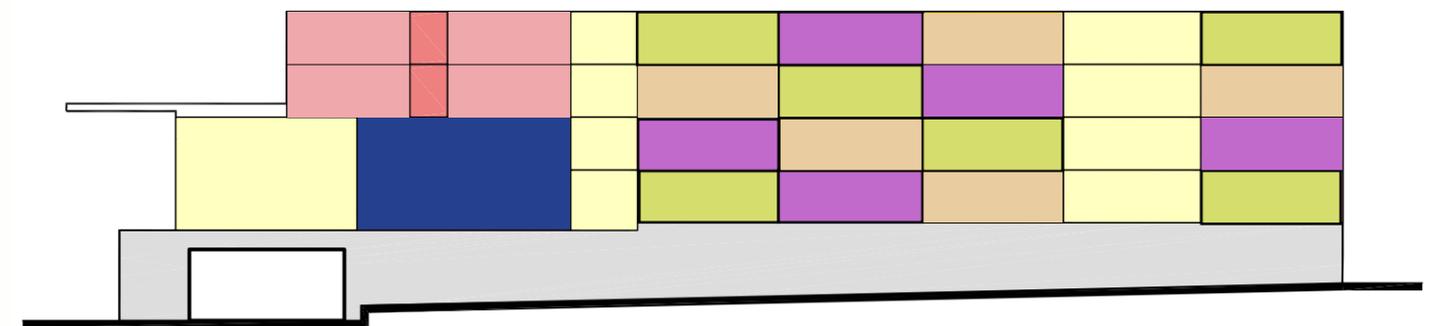


## PURPOSE BUILT PROGRAM

- PHYSICS
- GUIDANCE / SPEC ED.

## FLEXIBLE USE PROGRAM

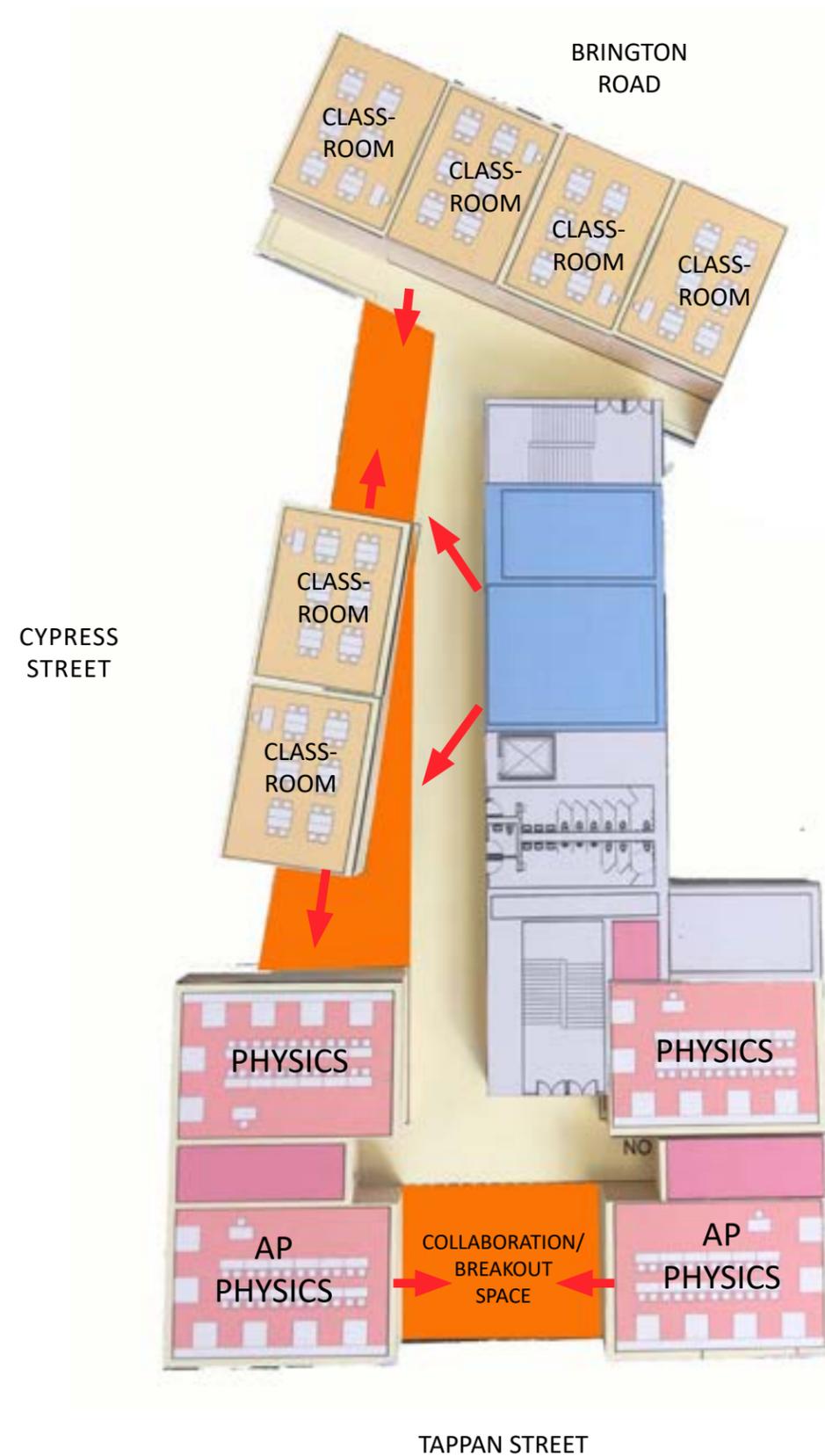
- MATH
- SOCIAL STUDIES
- ENGLISH
- COLLABORATION SPACE



**LEVEL 3**



# 111 CYPRESS: 3RD & 4TH FLOOR PLANS COLLABORATION / BREAKOUT SPACES



**LEVEL 3**

TAPPAN STREET



*Collaboration Haven*



*Garage doors can connect Physics class/labs to the collaboration space*

# 111 CYPRESS: A CIVIC PRESENCE



# TAPPAN STREET "FRONT PORCH"



# TAPPAN STREET "FRONT PORCH"



# CAFETERIA



# SOUTH COLLABORATION SPACE



# PHYSICS COLLABORATION SPACE



# CYPRESS STREET LANDSCAPE PLAN



# CYPRESS BUILDING - SUSTAINABILITY

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## 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

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# STEM WING: RESPONDING TO EDUCATION PLAN

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## 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

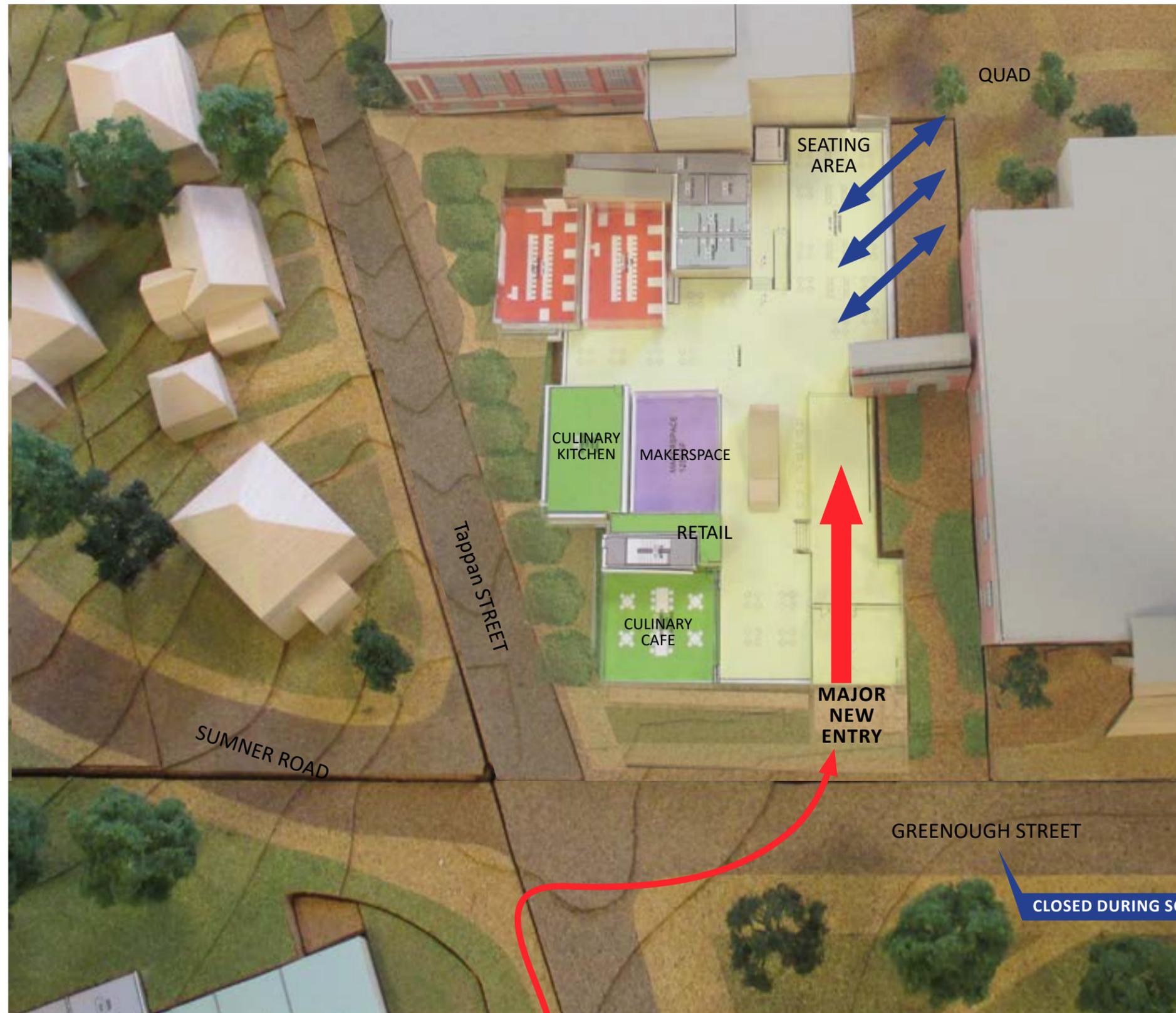
- Science Resource Center serves as academic hub
- Chemistry and Biology classrooms share floors to encourage collaboration; see classes you'll take in subsequent years
- Movable furniture to facilitate diverse learning environments
- Multiple classrooms share breakout spaces with view to the outdoors

## 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



# STEM WING: CREATE A MAJOR HIGH SCHOOL BUILDING ENTRANCE



LEVEL 1

**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

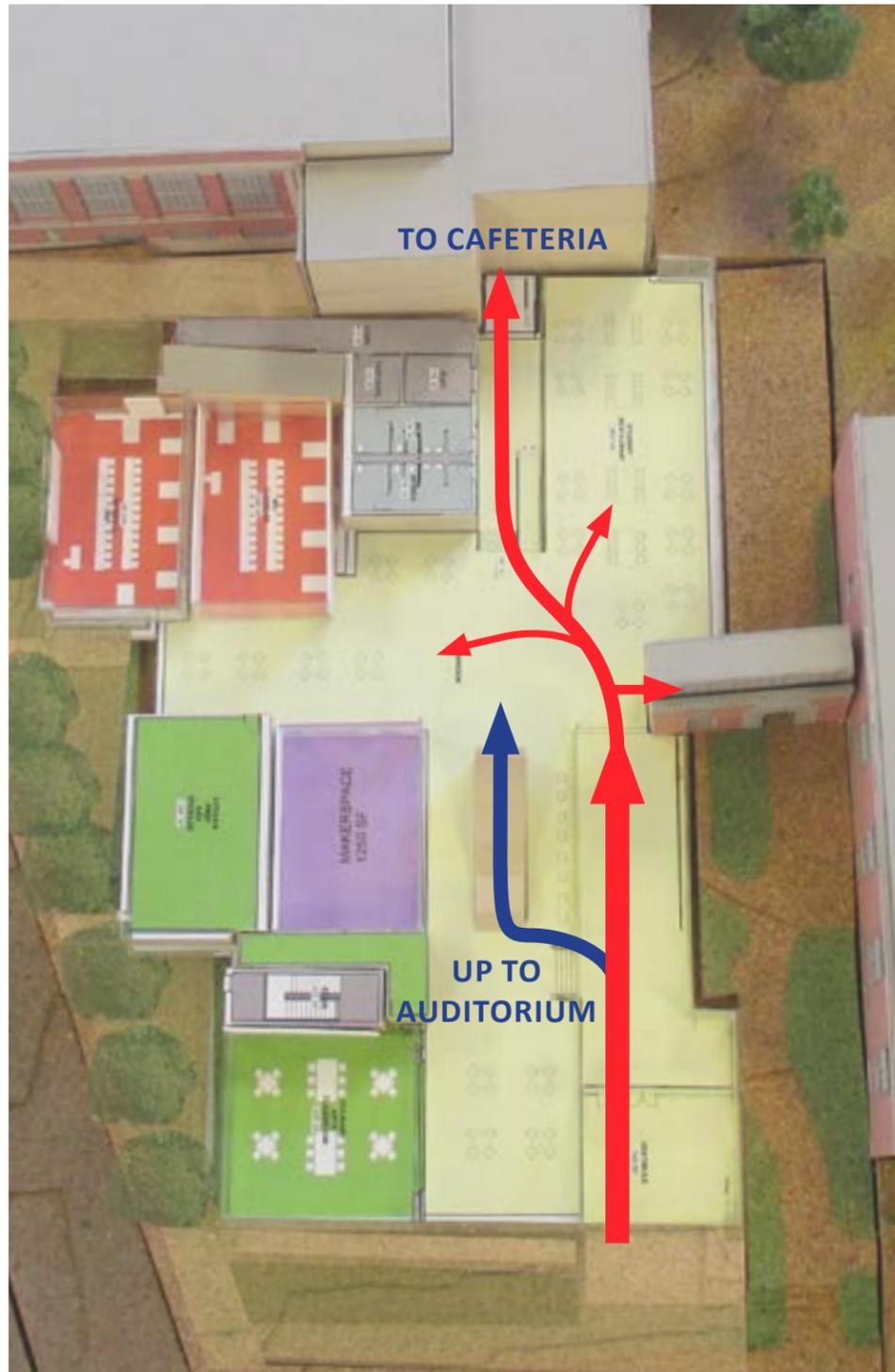
## Connecting to the Quad

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

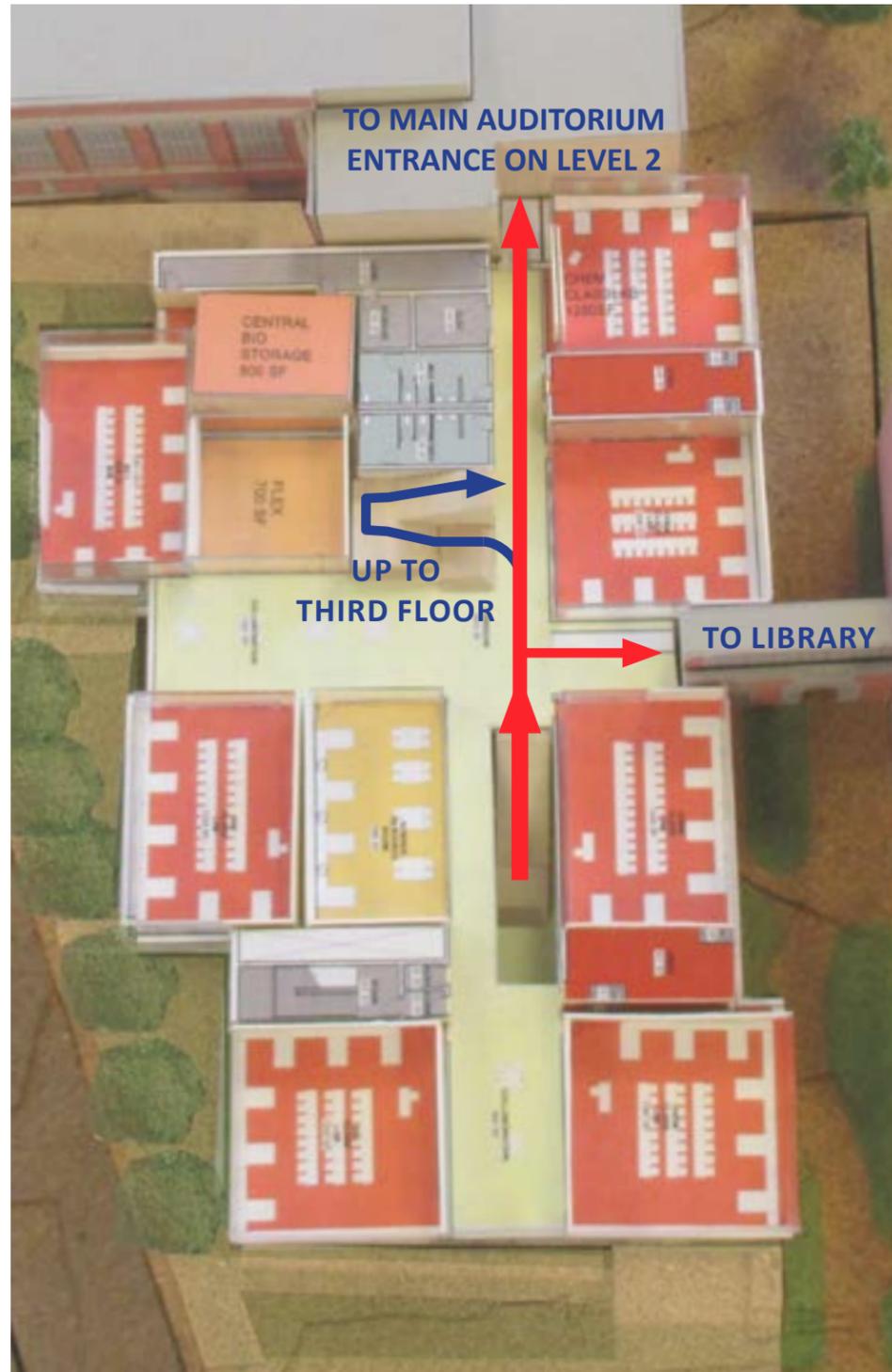
## Expanding Cafeteria Seating

- Seating area facing the Quad expands cafeteria capacity at peak lunch hours

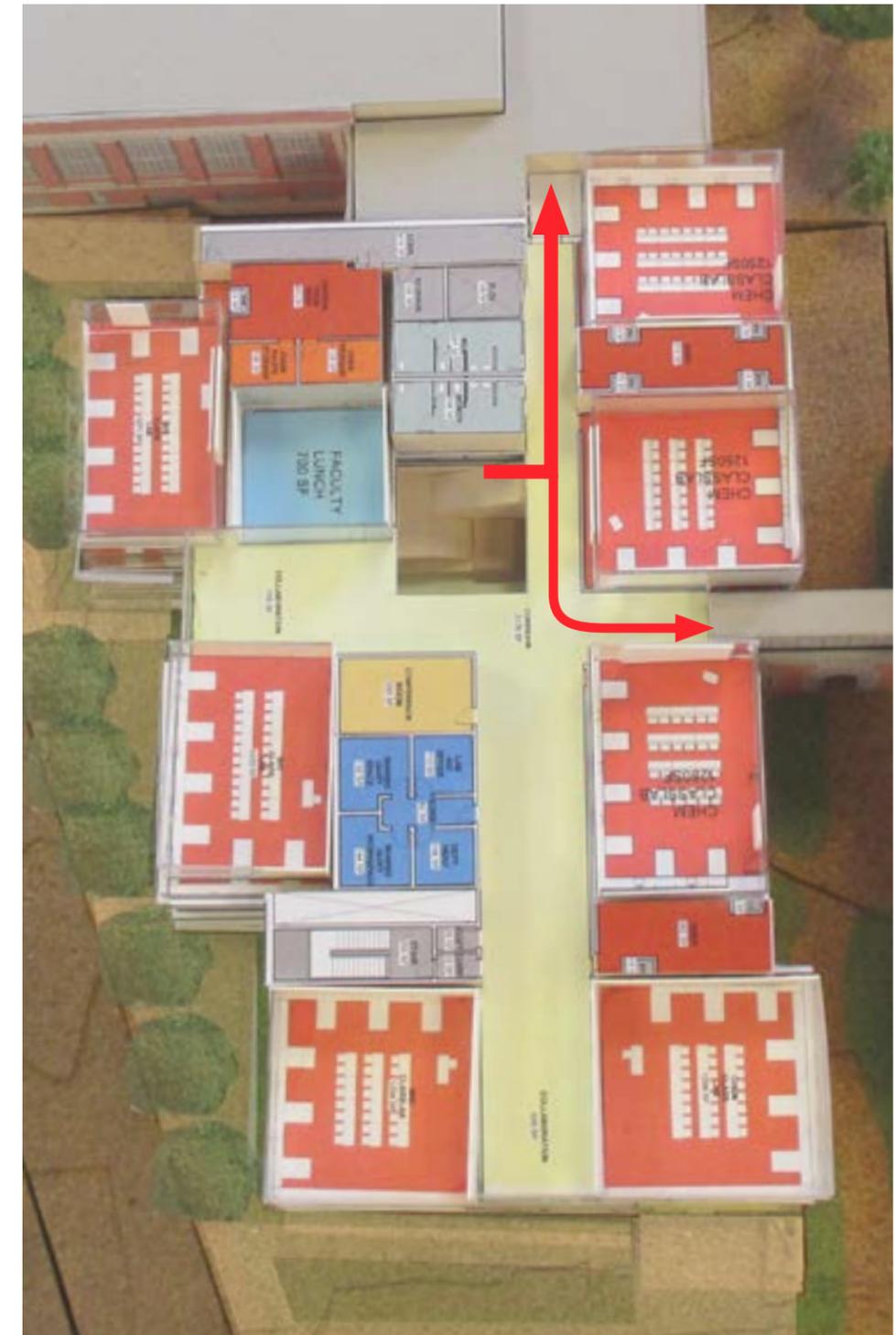
# STEM WING: FACILITATE CIRCULATION THROUGH THE BUILDING



LEVEL 1

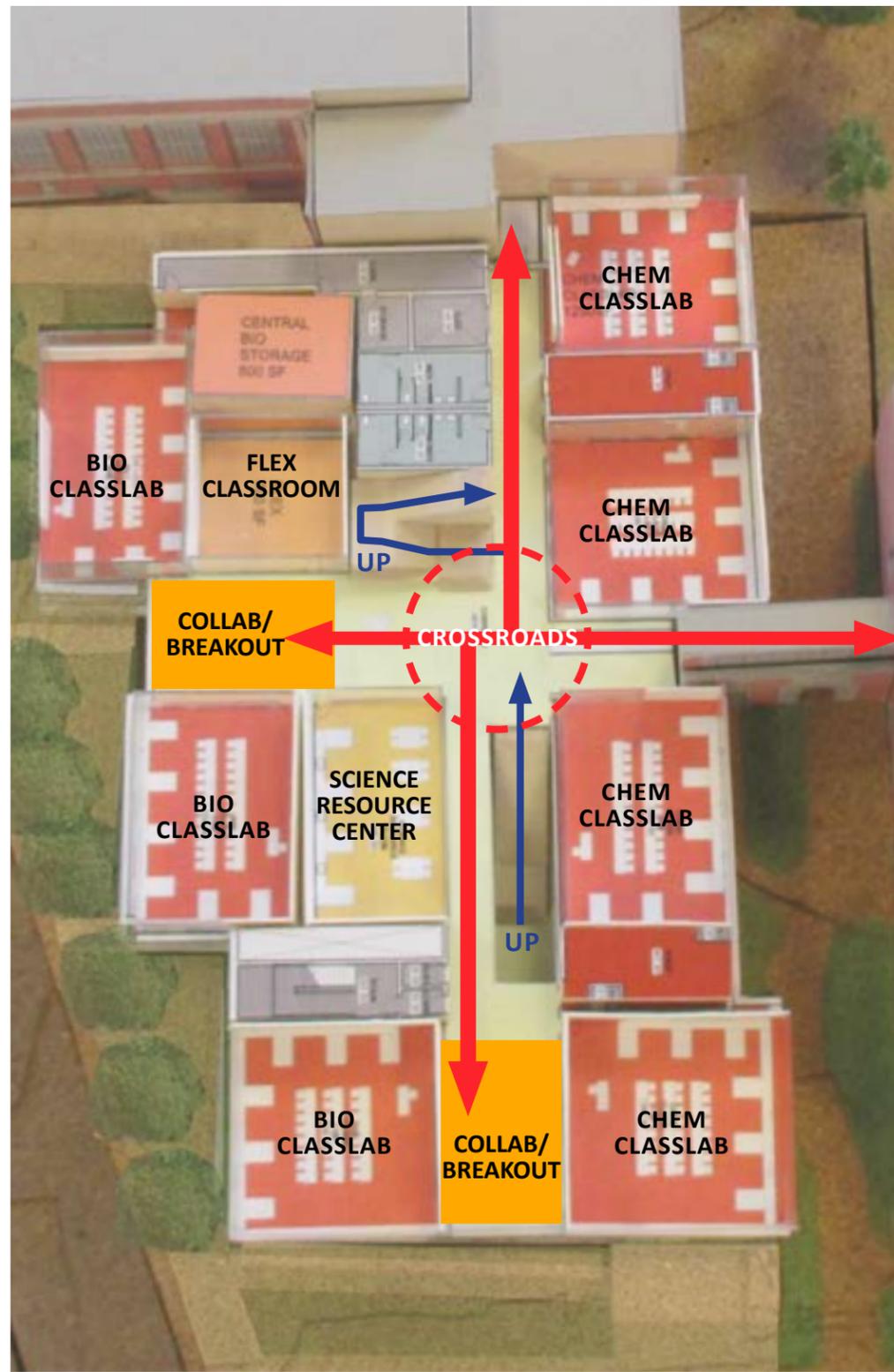


LEVEL 2

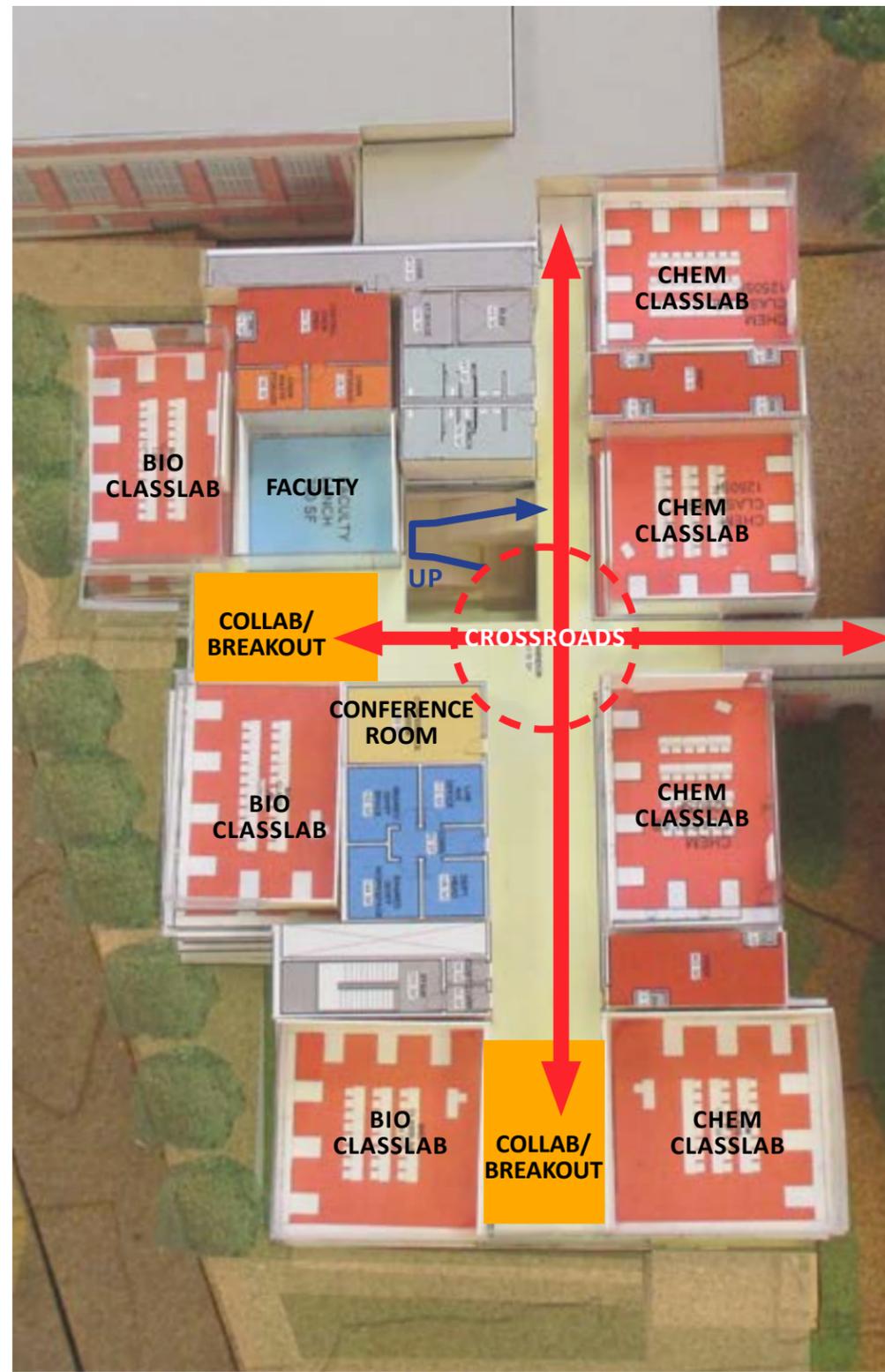


LEVEL 3

# STEM WING: A NEW HUB FOR SCIENCE



LEVEL 2



LEVEL 3

## Science Crossroads:

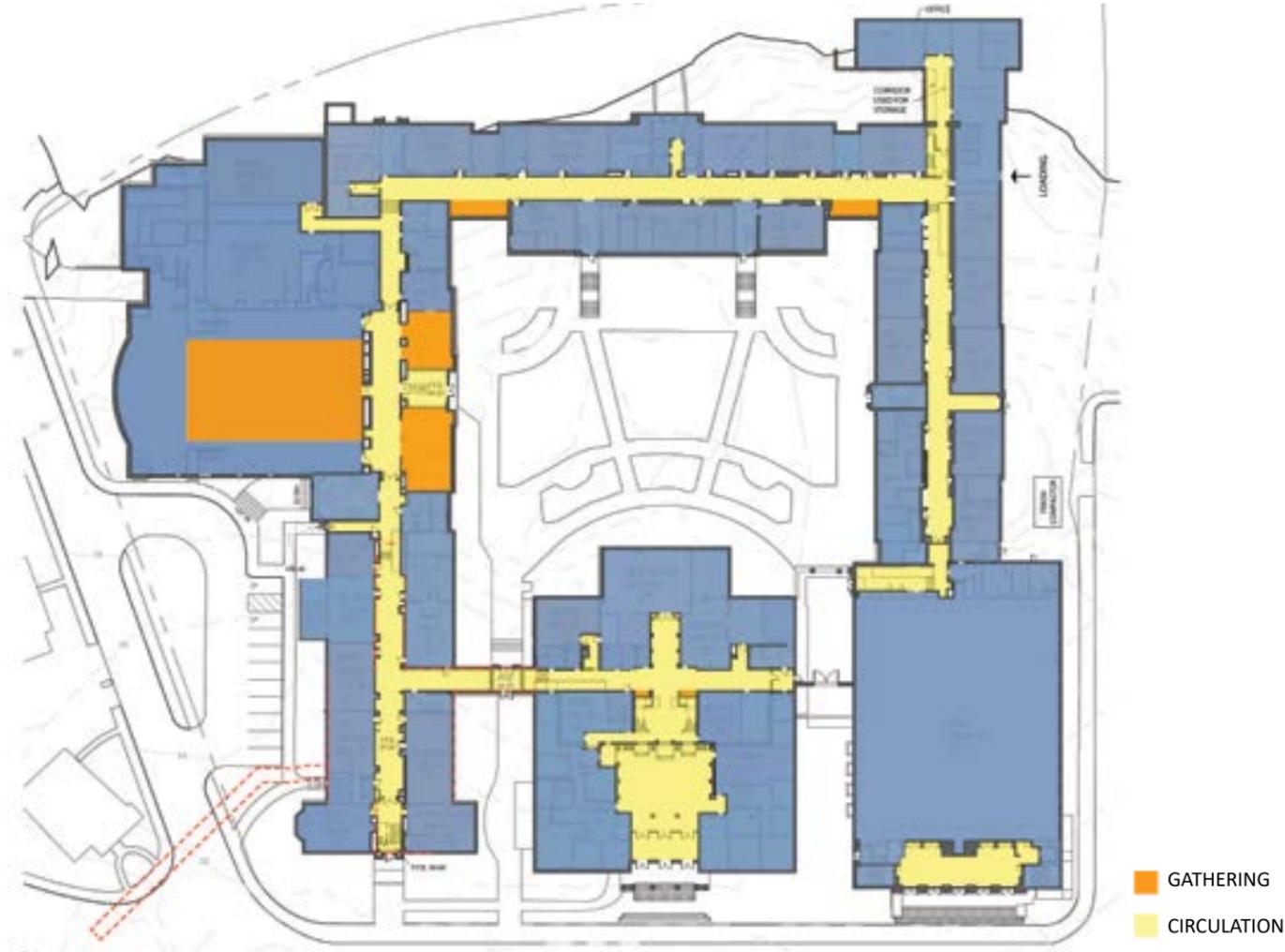
- Adjacent to Science Resource Center & Flex Classroom on Level 2
- Adjacent to Faculty Spaces on Level 3

## Interdisciplinary:

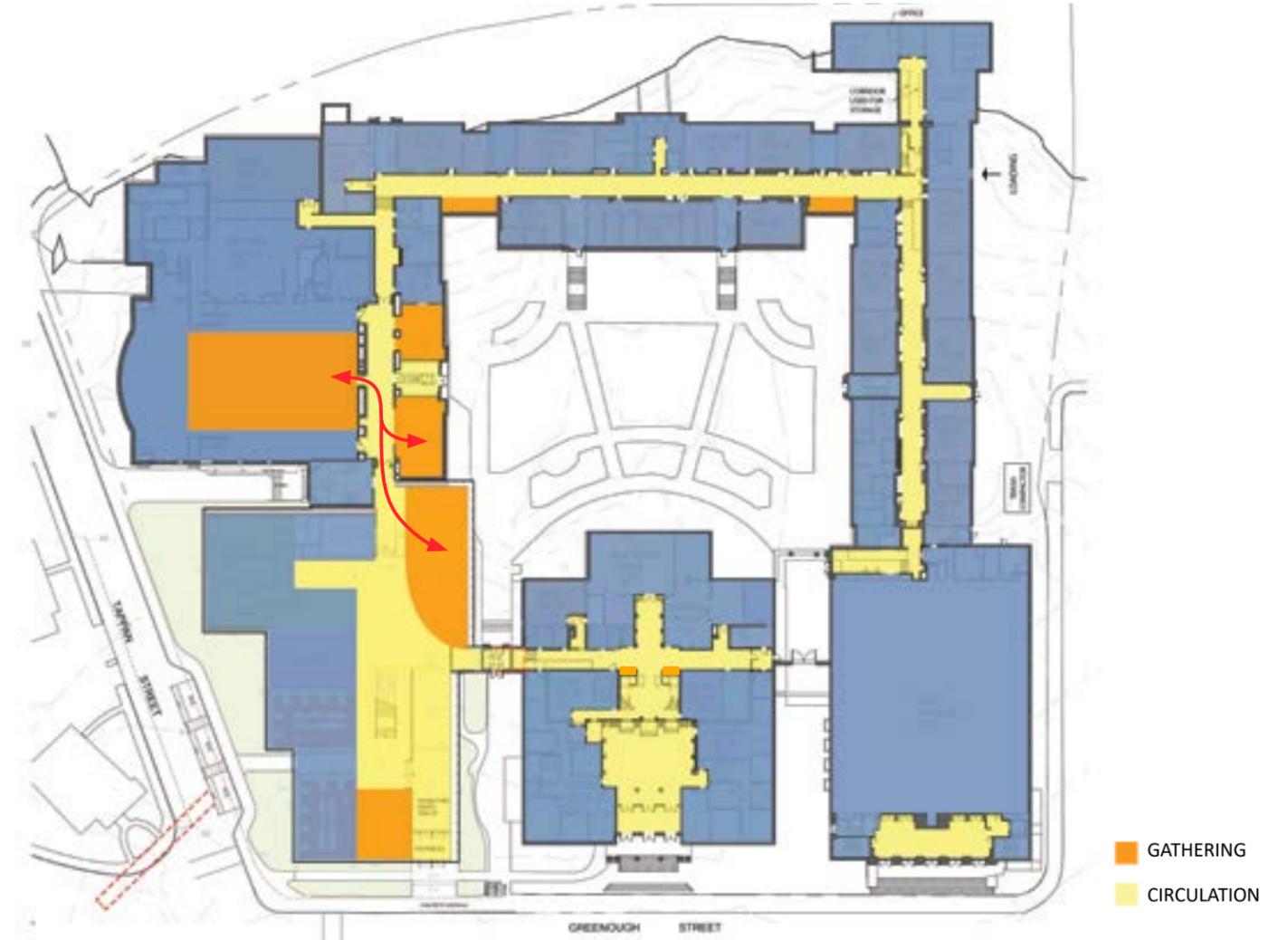
- Biology & Chemistry on each floor

# STEM WING: EXPANDING A NETWORK OF CO-CURRICULAR GATHERING SPACES

## EXISTING



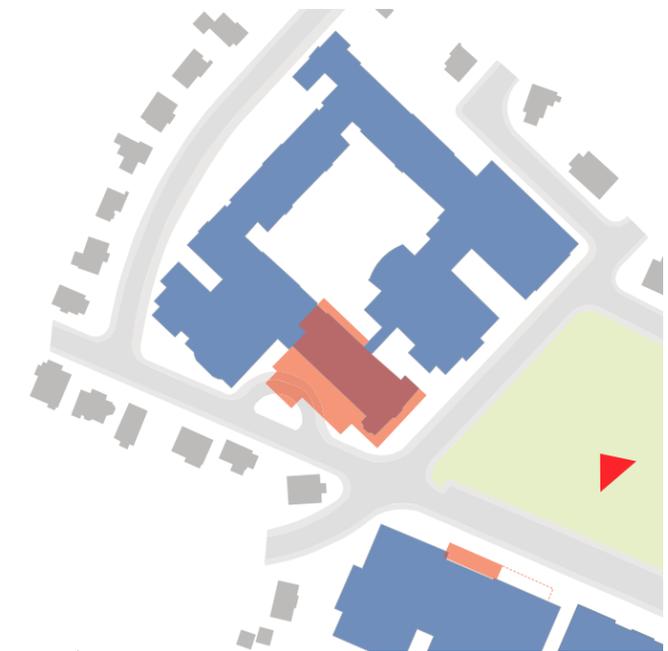
## PROPOSED



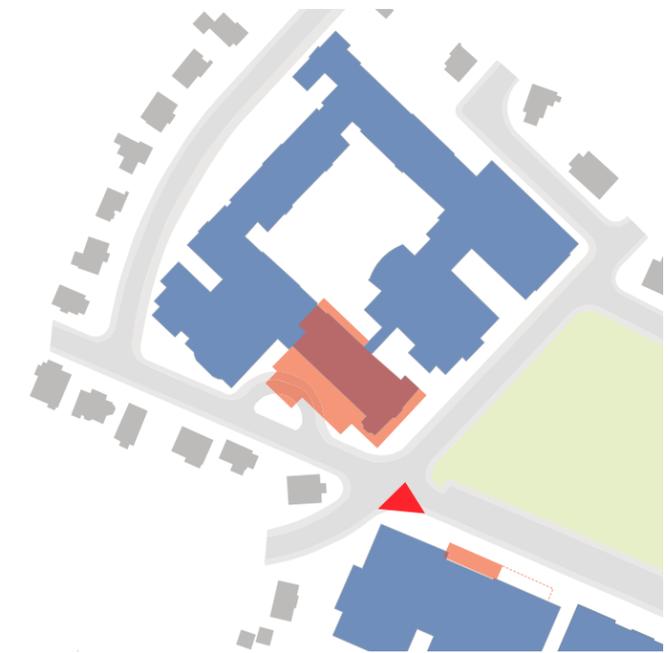
## Collaboration & Breakout Space

- 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



# STEM WING: MODEL PHOTO



# STEM WING: MODEL PHOTO



# CULINARY ARTS CAFE



# 1ST LEVEL COLLABORATION



# LEVEL 1 MAKER SPACE



# STEM WING - SUSTAINABILITY

## ENERGY CONSERVATION MEASURES

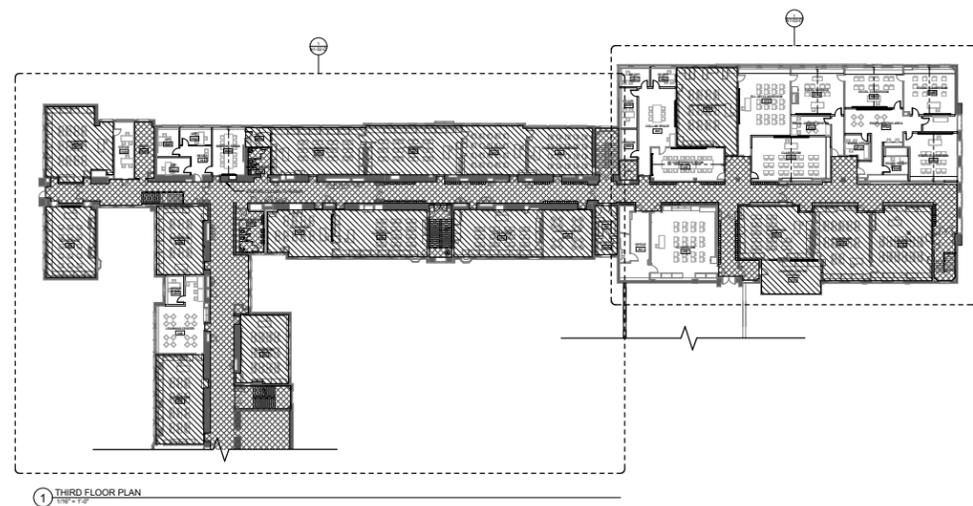
1. LEED CERTIFIABLE – LEED SILVER
2. PARTIAL COOLING IN LIEU OF FULL COOLING LOWERS OVERALL ENERGY USE FOR THE PROJECT DURING SUMMER MONTHS.
3. REDUNDANT HEATING STRATEGY TO REDUCE ENERGY COSTS: PERIMETER FIN TUBE RADIATORS HEAT THE BUILDING AT NIGHT AND DURING UNOCCUPIED HOURS ALLOWING SHUT DOWN OF 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
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12. OPERABLE WINDOWS FOR NATURAL VENTILATION: WINDOW SENSORS REDUCE MECHANICAL VENTILATION TO INTERIOR SPACES WHEN WINDOWS ARE OPEN.



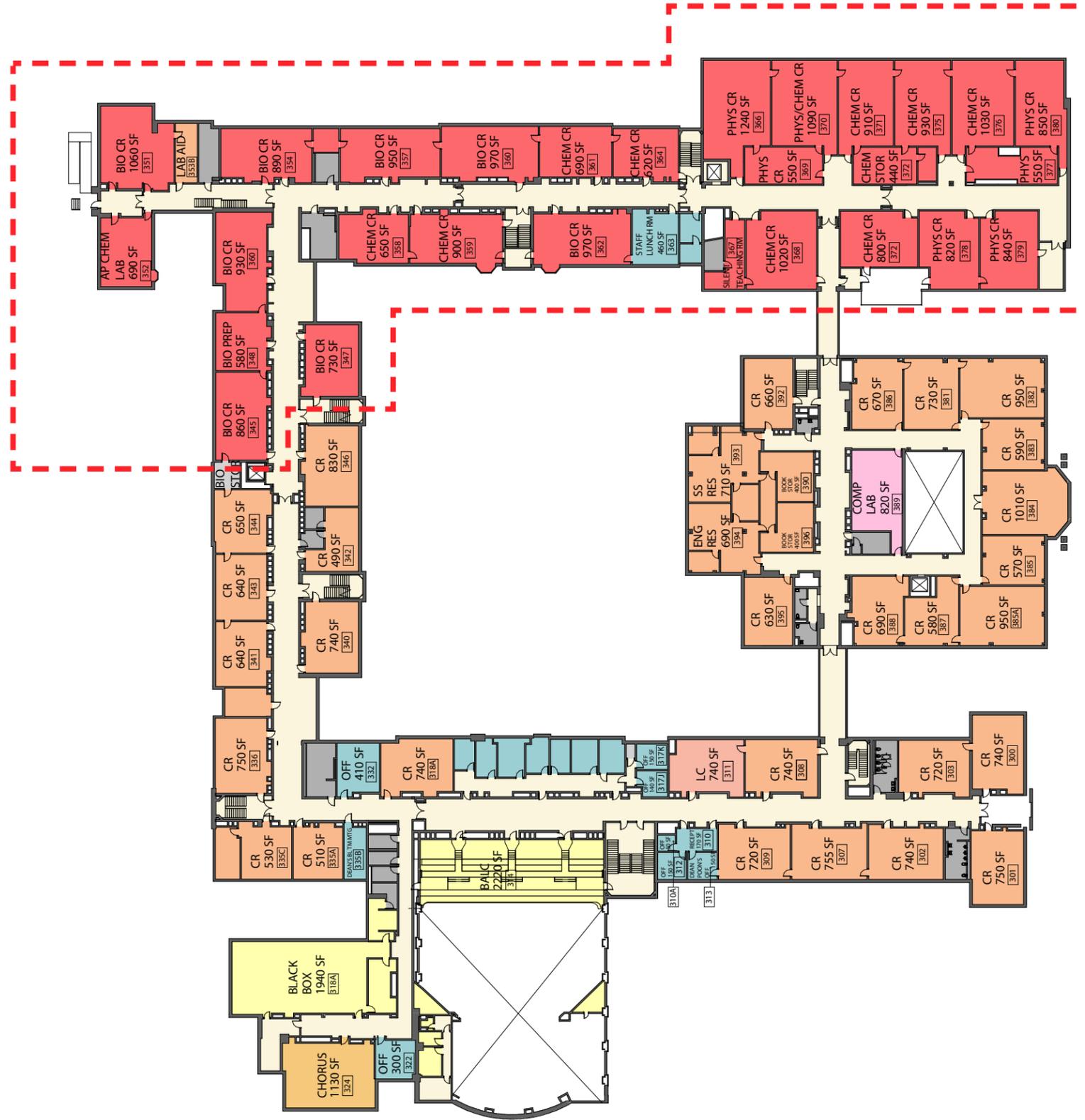
# THIRD FLOOR RENOVATION

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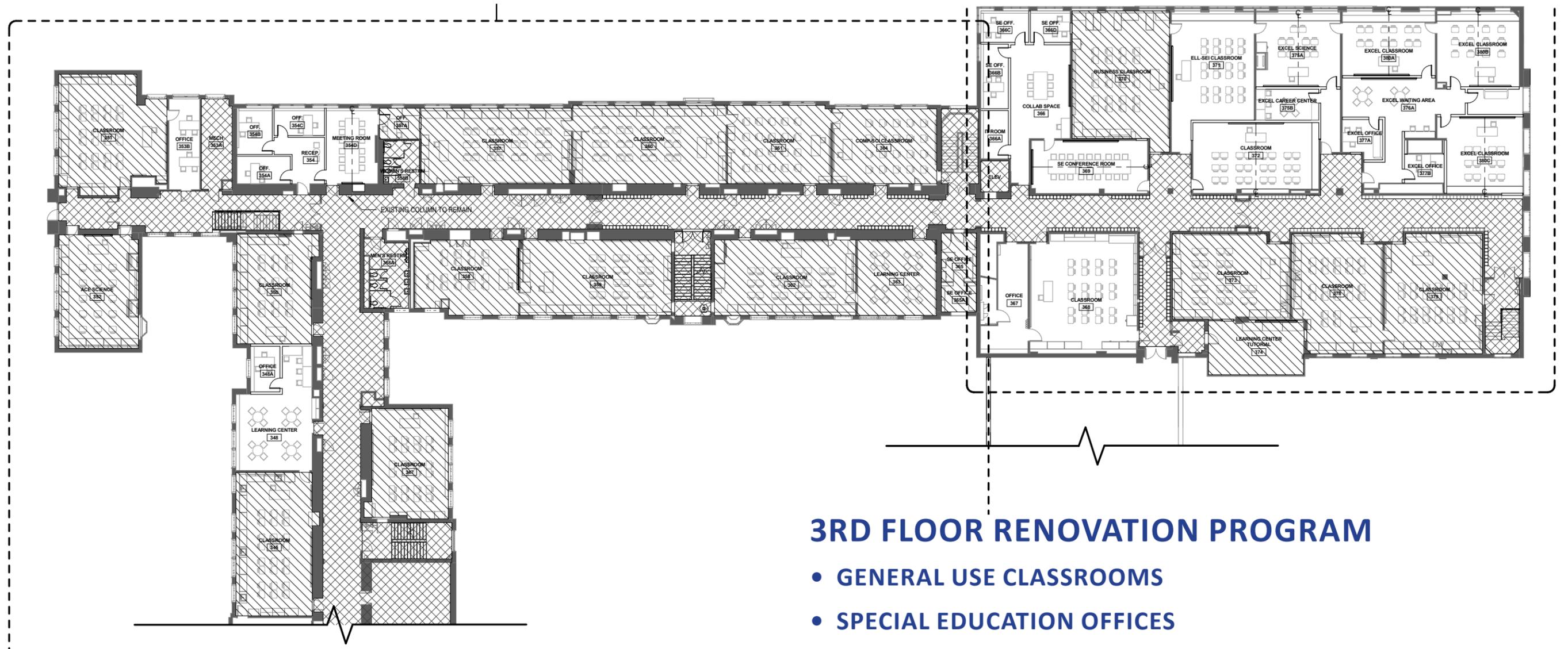
*\*SUBJECT TO BUDGET VOTE AT JUNE 2020 TOWN MEETING*



# 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

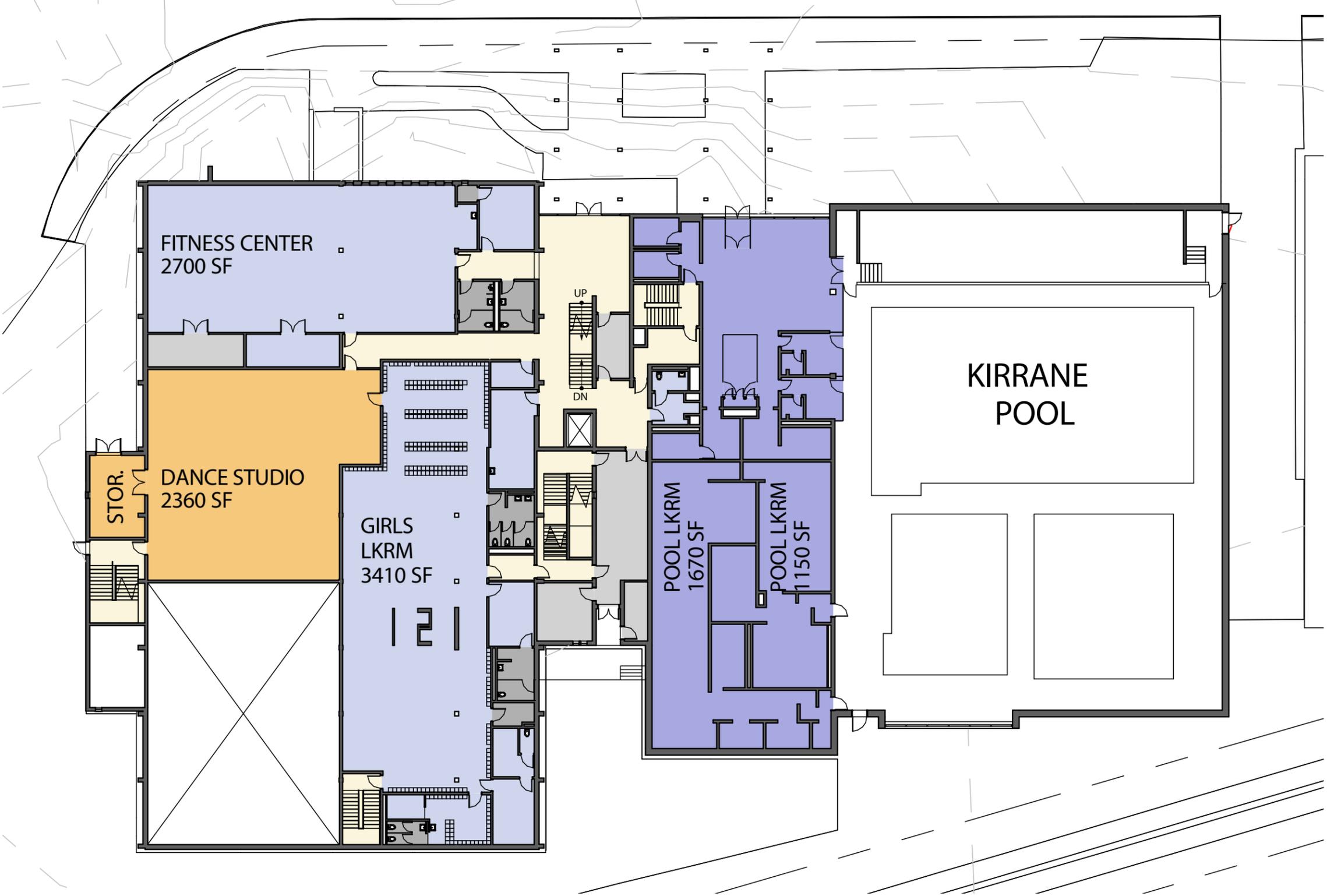
# TAPPAN RENOVATION

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*\*SUBJECT TO BUDGET VOTE AT JUNE 2020 TOWN MEETING*



# TAPPAN GYMNASIUM BUILDING: EXISTING CONDITIONS 1ST FLOOR



# TAPPAN RENOVATION: 1ST FLOOR PLAN



# TAPPAN RENOVATION: LOWER LEVEL PLAN



1/8" = 1'-0"



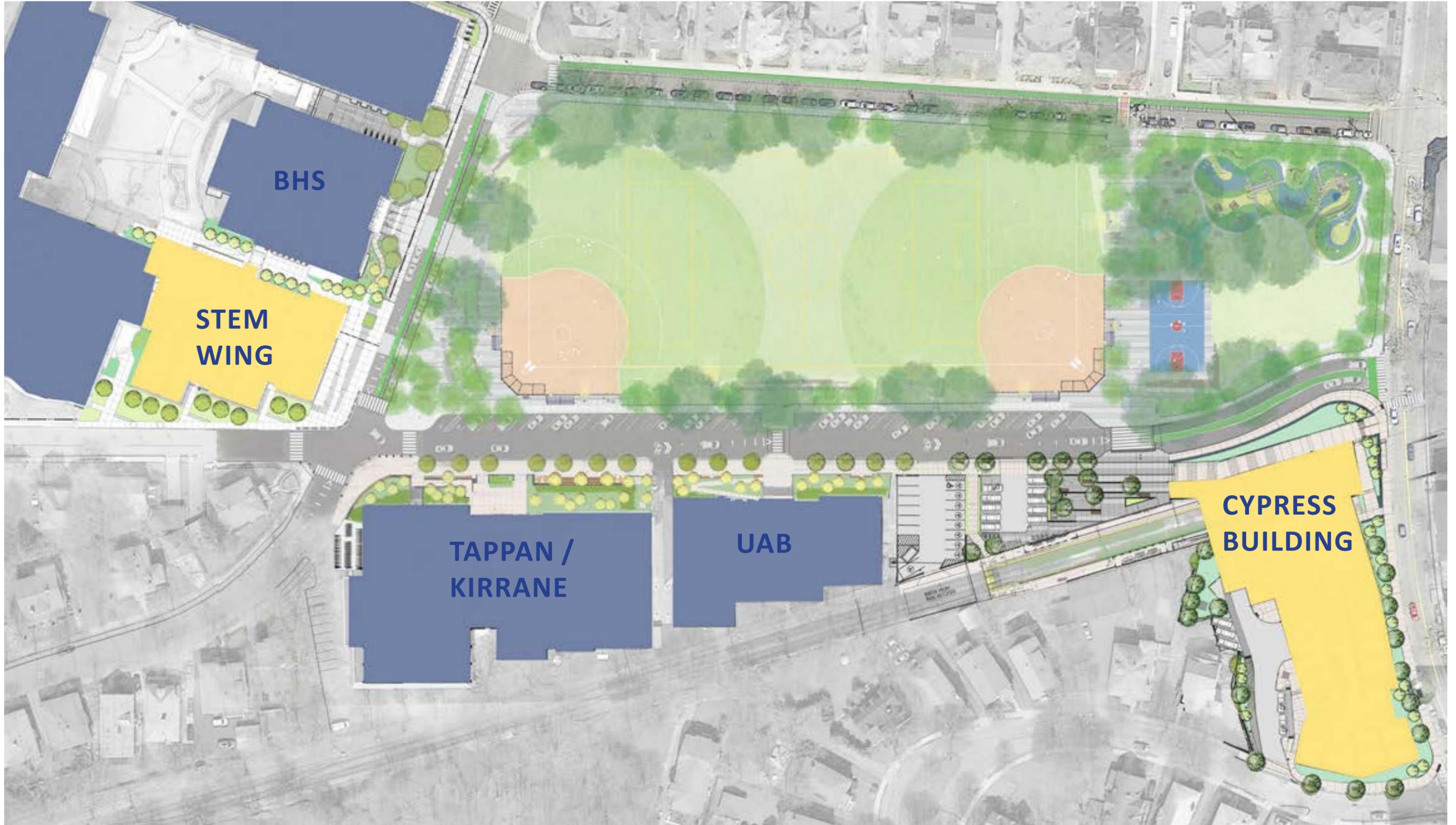
# TAPPAN STREETScape

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*\*SUBJECT TO BUDGET VOTE AT JUNE 2020 TOWN MEETING*



# CAMPUS PLAN



# 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

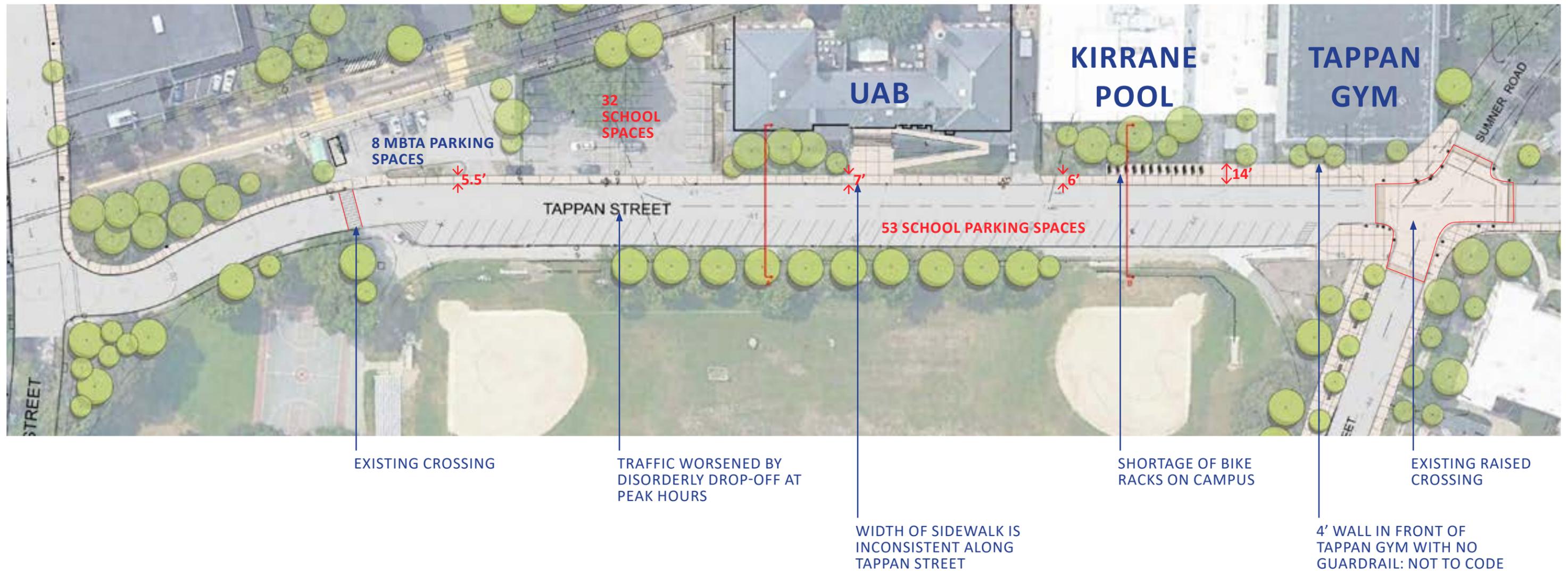
*New seating areas at STEM, Tappan/Kirrane, UAB, and the MBTA plaza welcome pedestrians and provide gathering and waiting areas for students, staff, and the community.*

### 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

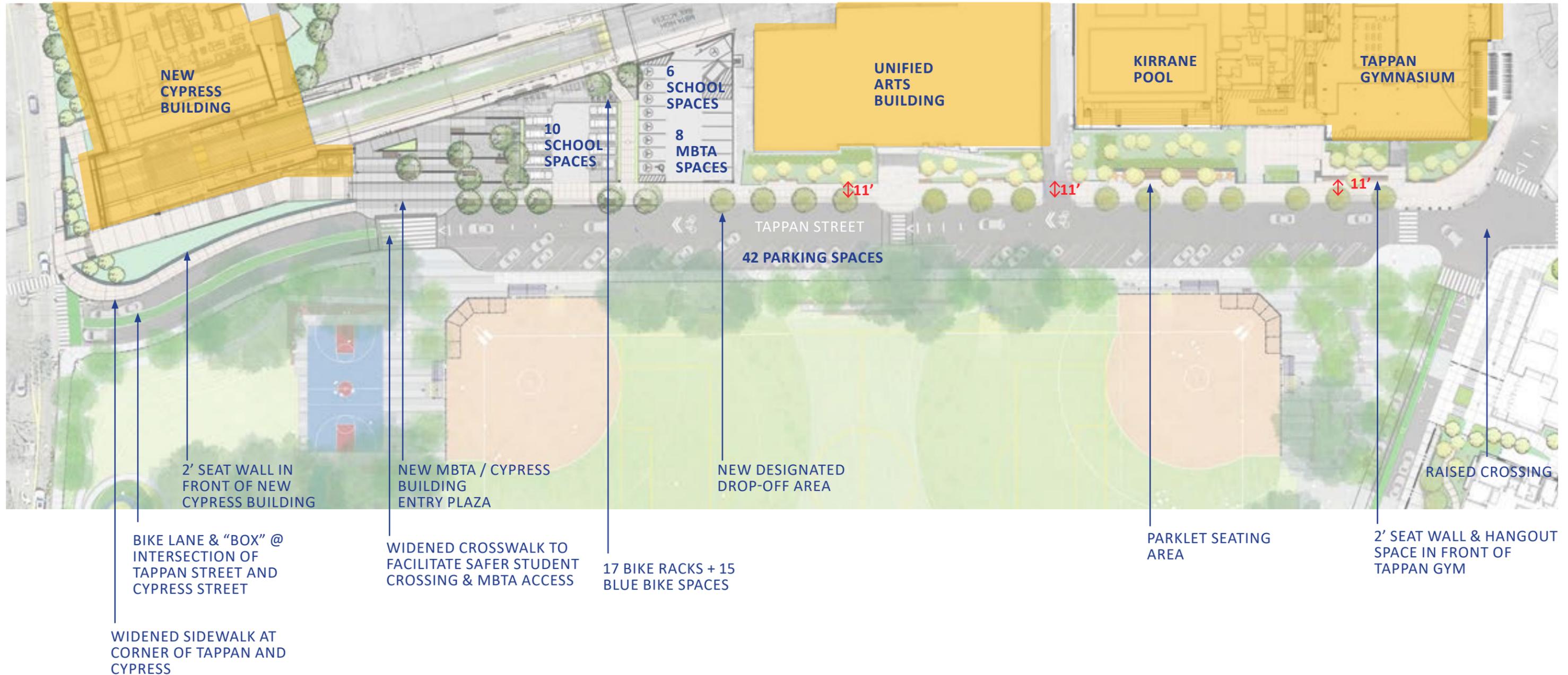


1/64" = 1'-0"



# 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*

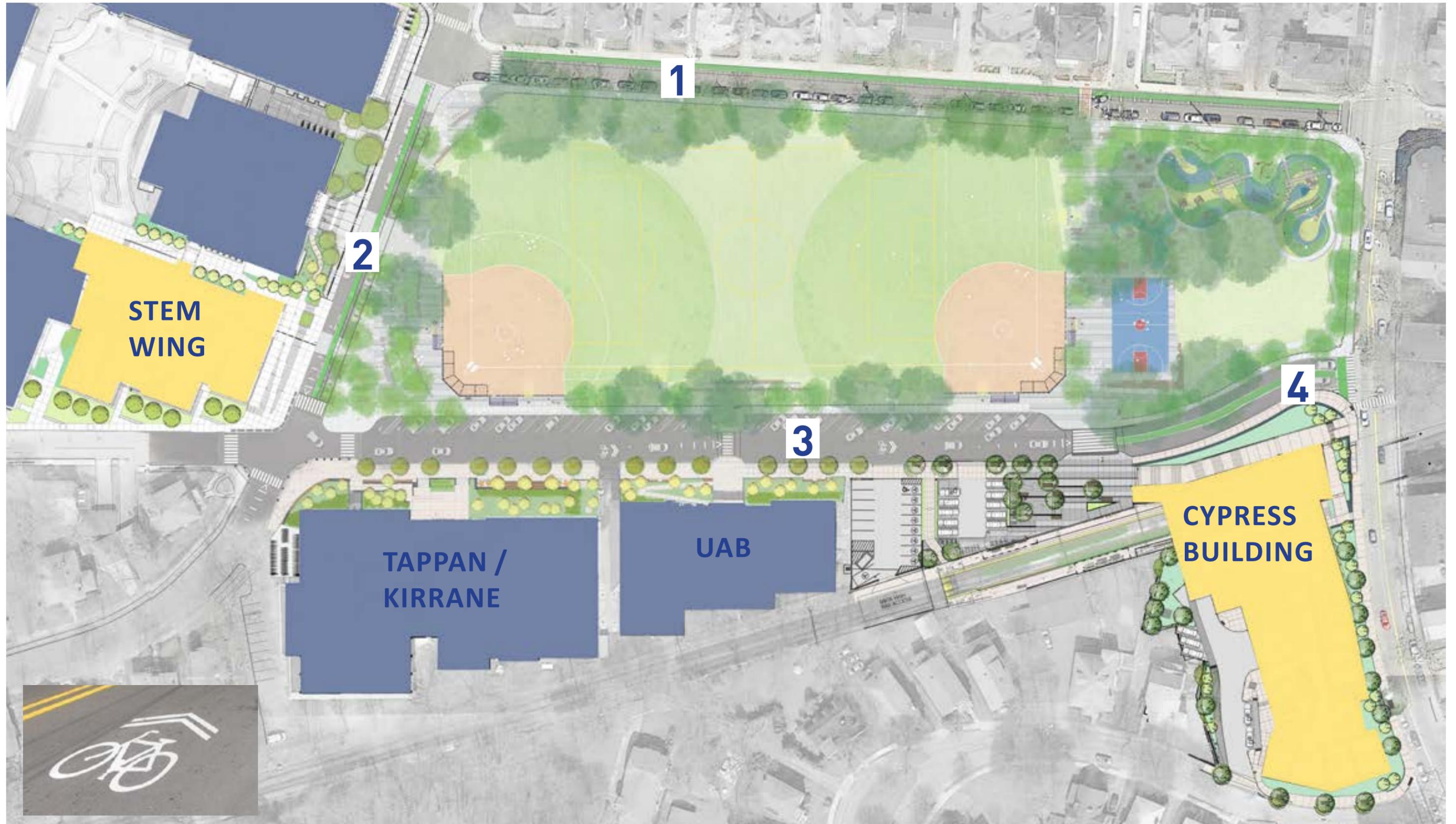
### 2. IMPROVE BIKE SAFETY ON BHS ROADWAYS FOR THE COMMUNITY

*Bike lanes on Davis St, Greenough Street, and Tappan Street improve bicycle safety.*

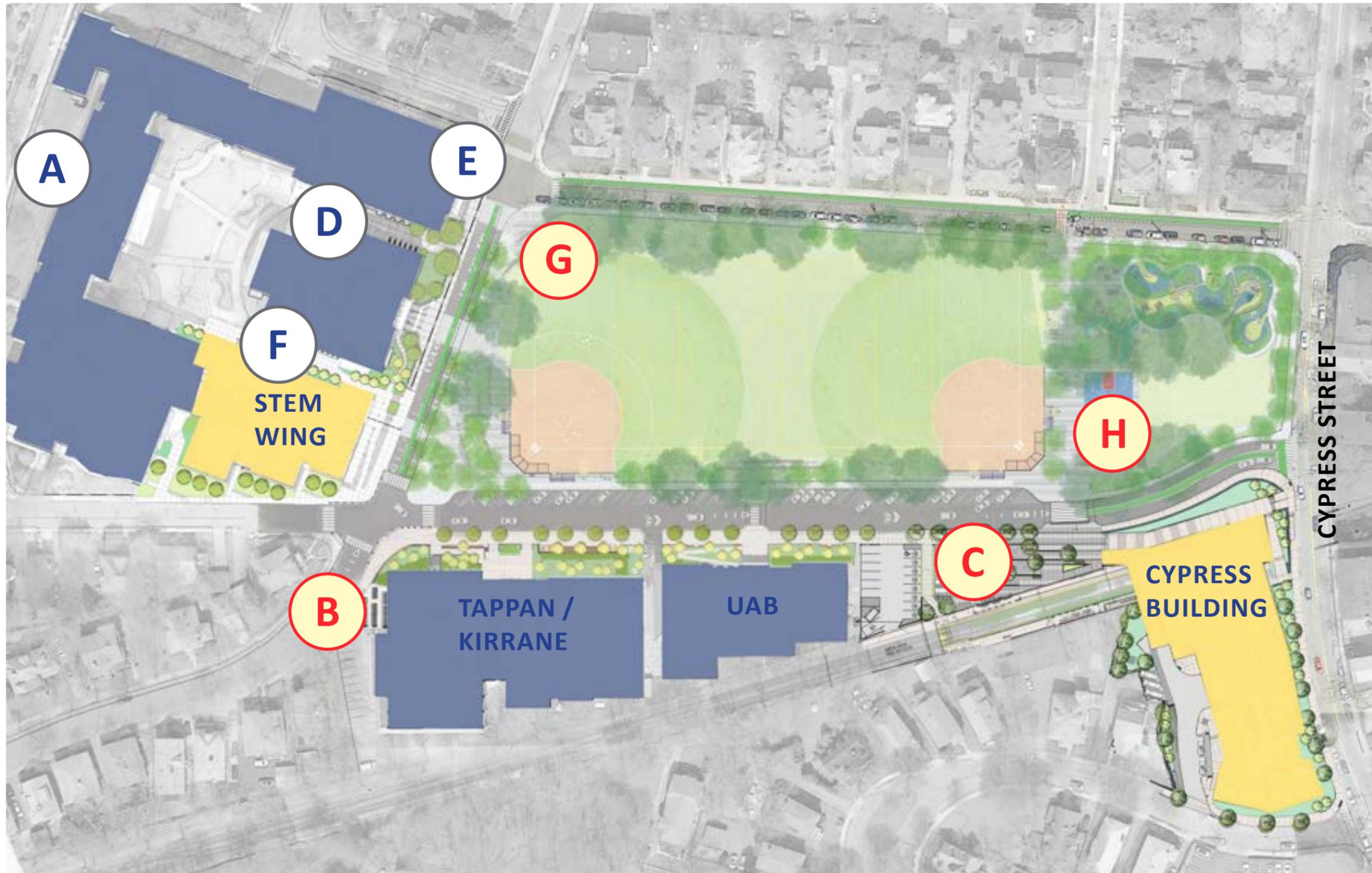
### 3. INCREASE BIKE PARKING CAPACITY BY 67%

*89 bike parking spaces have been added to the BHS campus.*

# CYCLING IMPROVEMENTS: BIKE LANES



# EXISTING BIKE PARKING AT BHS / MBTA PLAZA / CYPRESS FIELD



- A** 23 BIKES
- B** 72 BIKES
- C** 32 BIKES\*
- D** 42 BIKES
- E** 21 BIKES
- F** 18 BIKES
- G** 10 BIKES
- H** 6 BIKES

**TOTAL BIKE  
PARKING  
SPACES:**

**224**

*\*32 BIKE PARKING SPACES + 15 BLUE BIKES*

**G** *YELLOW + RED SYMBOL INDICATES NEW BIKE PARKING*

# DEFERRED MAINTENANCE

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*\*SUBJECT TO BUDGET VOTE AT JUNE 2020 TOWN MEETING*

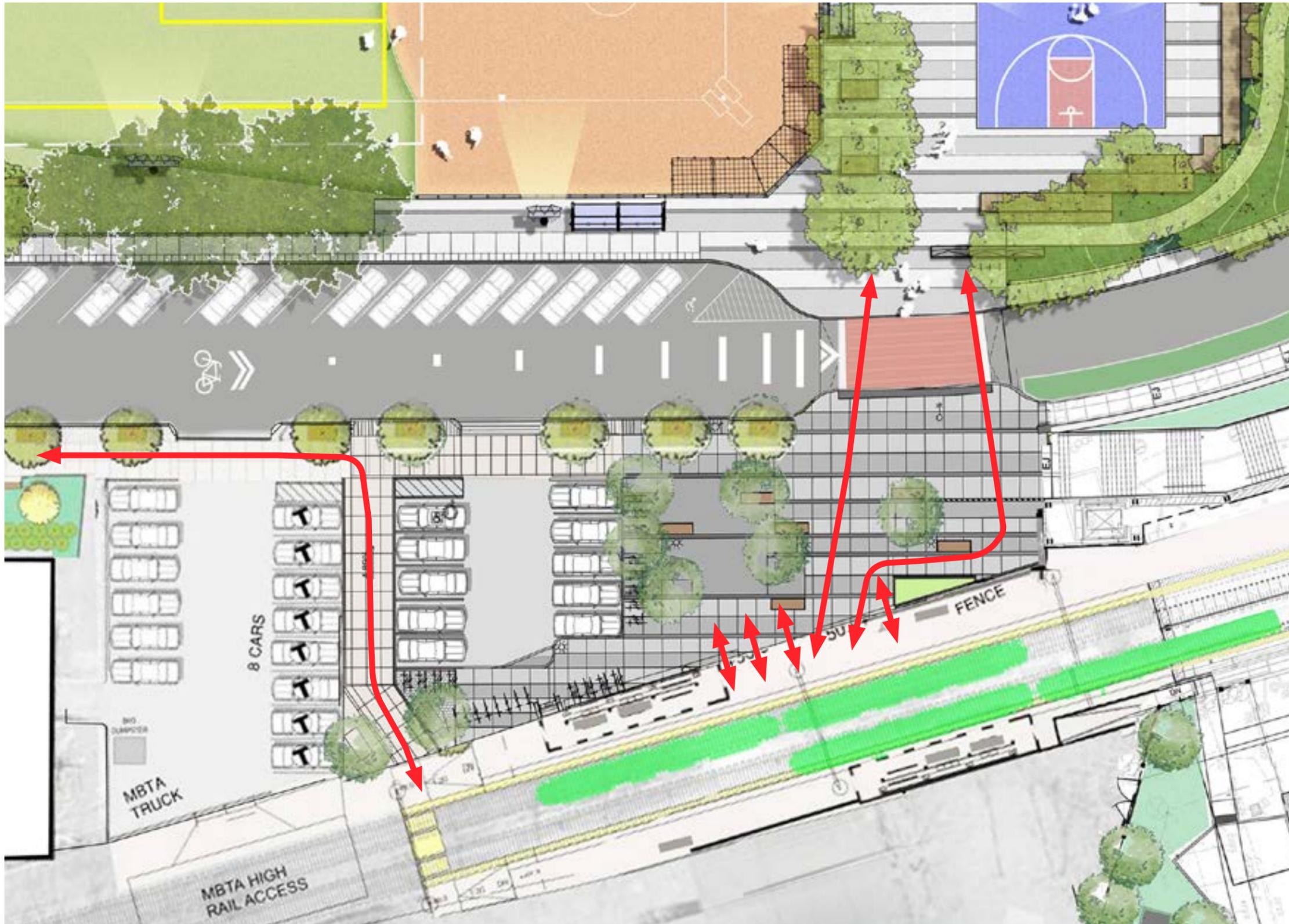
- **MAIN H.S. BUILDING ELEVATOR REPLACEMENT (5 ELEVATORS)**
- **NEW BOILERS IN UAB**
- **FIRE PROTECTION UPGRADES**
- **FIRE ALARM REPLACEMENT\* (NOW IN STEM PROJECT)**
- **HEAT EXCHANGER REPLACEMENT**
- **BELOW GRADE OIL TANK REMOVAL BETWEEN TAPPAN & UAB**
- **PUMPS VFD REPLACEMENT**

# **MBTA PLAZA & BROOKLINE HILLS PLATFORM**

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# MBTA PLAZA AND BROOKLINE HILLS STATION RENOVATION



# MBTA / CYPRESS BUILDING PLAZA EXISTING CONDITION



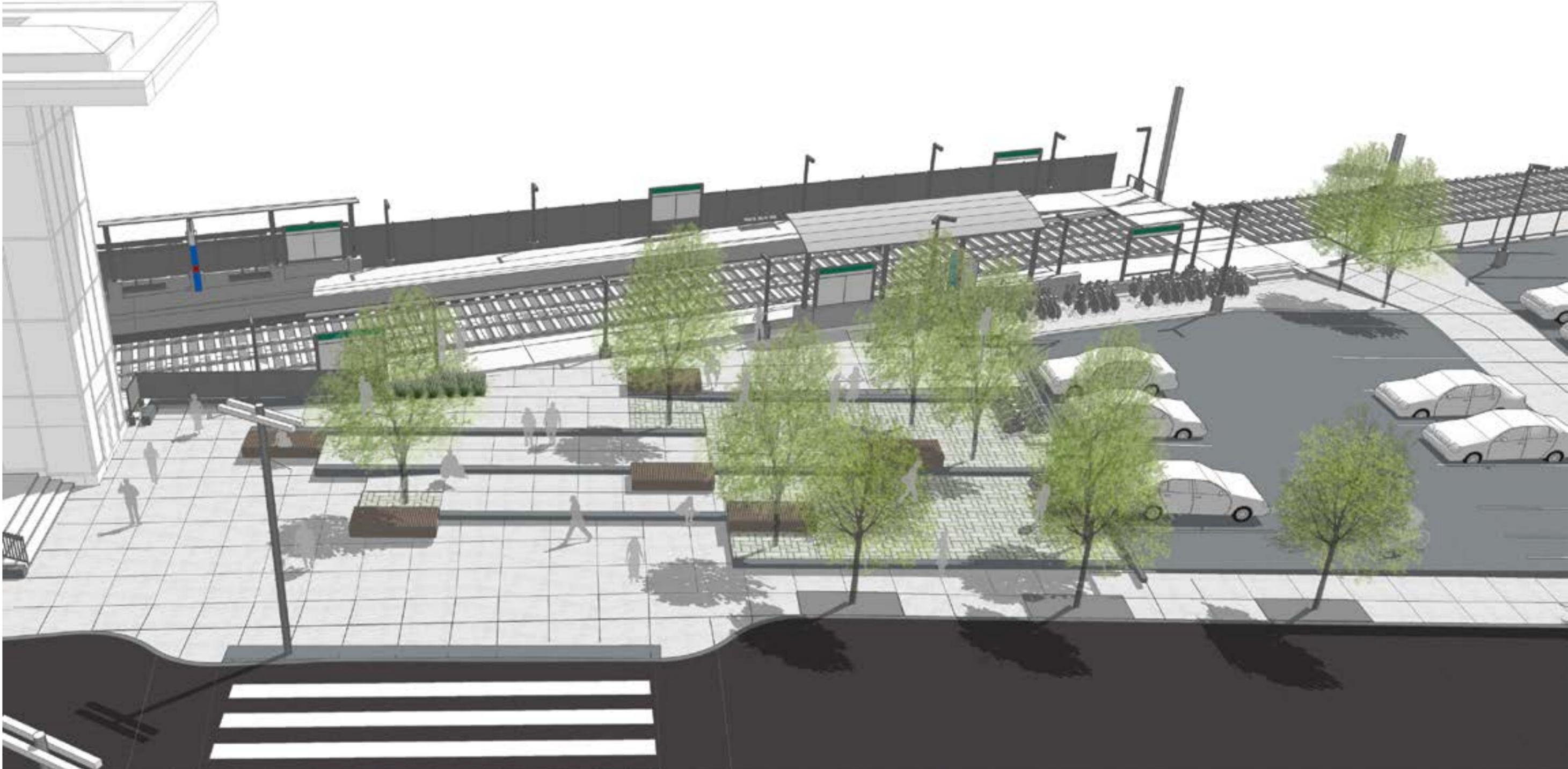
# MBTA / CYPRESS BUILDING PLAZA DESIGN UPDATE

## VIEW FROM TAPPAN ST CROSSWALK



# MBTA / CYPRESS BUILDING PLAZA DESIGN UPDATE

## AERIAL VIEW



# CONSTRUCTION PHOTOS - STEM WING

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# STEM CONSTRUCTION PROGRESS PHOTO - SEPTEMBER 2019



# STEM ENABLING CONSTRUCTION PROGRESS PHOTO - SEPTEMBER 2019



# STEM CONSTRUCTION PROGRESS PHOTO - JANUARY 2020



# STEM CONSTRUCTION PROGRESS PHOTO - MARCH 2020



# 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

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# 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 / MBTA OCS CONSTRUCTION PROGRESS PHOTO - MARCH 2020



# CYPRESS CONSTRUCTION PROGRESS PHOTO - MARCH 2020



# CYPRESS CONSTRUCTION PROGRESS PHOTO - MARCH 2020



# CYPRESS CONSTRUCTION PROGRESS PHOTO - MARCH 2020



# CYPRESS CONSTRUCTION PROGRESS PHOTO - APRIL 2020



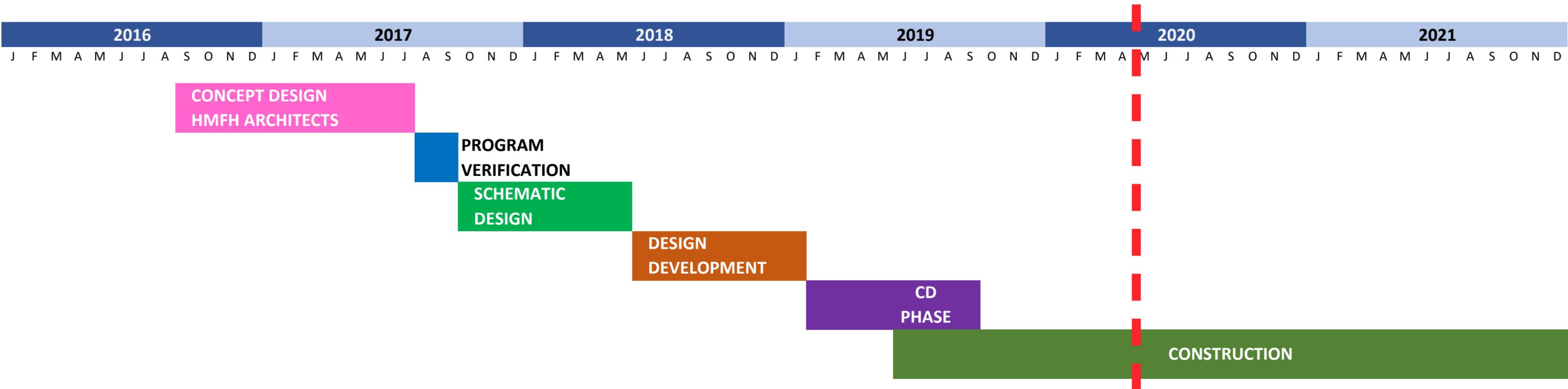
# CYPRESS CONSTRUCTION PROGRESS PHOTO - APRIL 2020



# CYPRESS CONSTRUCTION PROGRESS PHOTO - APRIL 2020



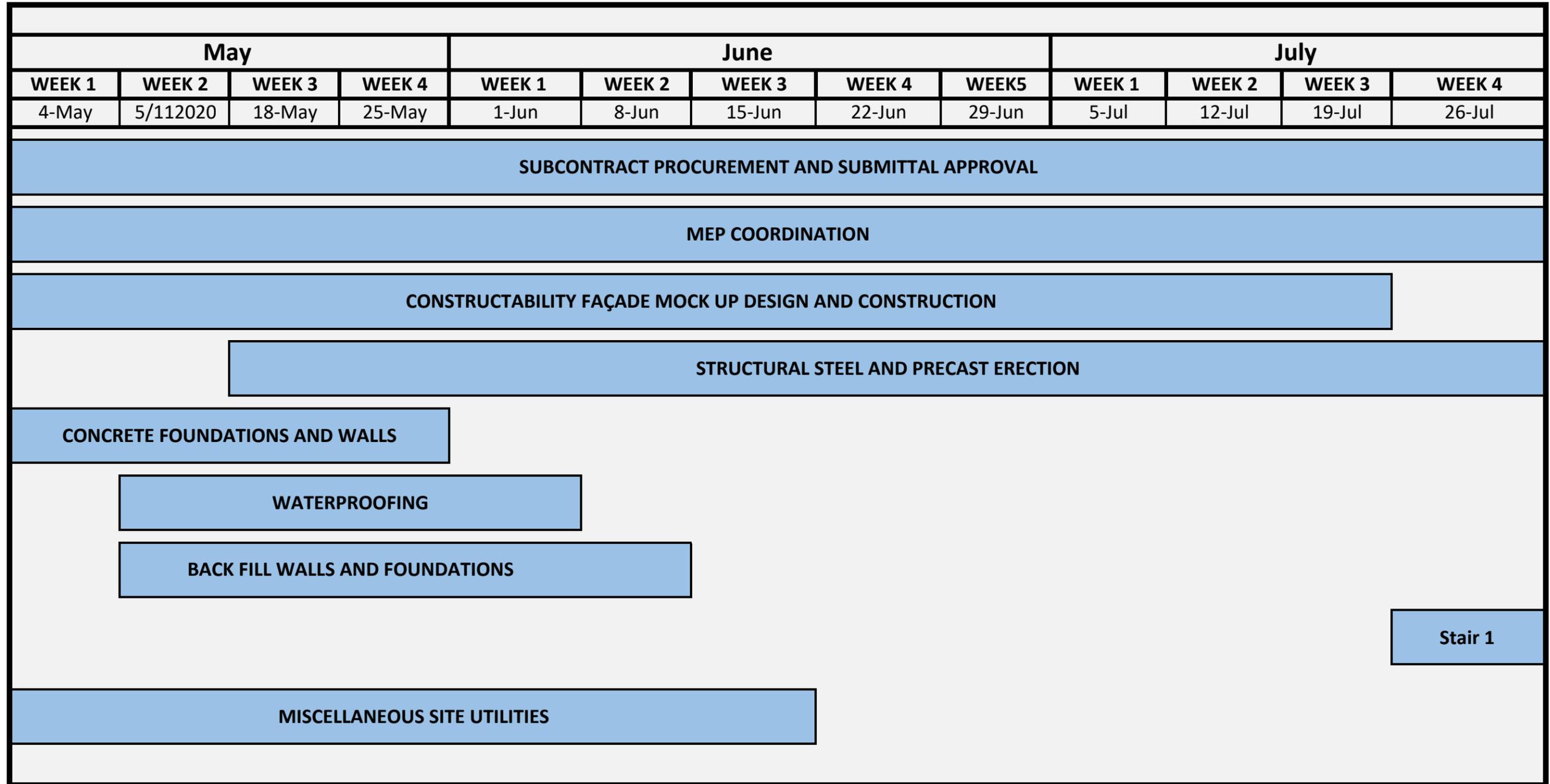
# PROJECT SCHEDULE





**BROOKLINE HIGH SCHOOL EXPANSION PROJECT  
3 MONTH LOOK AHEAD SCHEDULE**

**111 CYPRESS ST**



*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**

May				June					July			
WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK5	WEEK 1	WEEK 2	WEEK 3	WEEK 4
4-May	5/112020	18-May	25-May	1-Jun	8-Jun	15-Jun	22-Jun	29-Jun	5-Jul	12-Jul	19-Jul	26-Jul
SUBCONTRACT PROCUREMENT AND SUBMITTAL APPROVAL												
MEP COORDINATION												
IN PLACE FAÇADE MOCK UP CONSTRUCTION												
CONCRETE FOUNDATUIONS												
STRUCTURAL STEEL AND PRECAST CONCRETE ERECTION												
PREP & PLACE SLAB ON DECK												
L1 SLAB ON DECK												
MISC SITEWORK AND FOUNDATIONS												
											INSTALL STAIR 1	





**BROOKLINE HIGH SCHOOL EXPANSION PROJECT  
3 MONTH LOOK AHEAD SCHEDULE**

**MBTA WORK**

May				June					July			
WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK5	WEEK 1	WEEK 2	WEEK 3	WEEK 4
4-May	5/112020	18-May	25-May	1-Jun	8-Jun	15-Jun	22-Jun	29-Jun	5-Jul	12-Jul	19-Jul	26-Jul
<b>PLATFORM: SUBCONTRACT PROCUREMENT AND SUBMITTAL APPROVAL</b>												
<div style="border: 1px solid black; width: 60%; margin: 0 auto; padding: 5px; text-align: center;"> <b>INSTALL DUCTBANKS AND REFEED BUNGALOWS</b> </div> <div style="border: 1px solid black; width: 40%; margin: 10px auto; padding: 5px; text-align: center;"> <b>DEMO/RE-FEED EXIST MBTA PLATFORM SYS.</b> </div> <div style="border: 1px solid black; width: 20%; margin: 10px auto; padding: 5px; text-align: center;"> <b>DEMO &amp; ROUGH GRADE</b> </div>												



# BUDGET



# ORIGINAL BUDGET APPROVED DURING 2018 TOWN MEETING

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## **1. Hard Costs** \$137.6 Million

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New Cypress Street Building  
New STEM Building  
3rd Floor Renovation  
Deferred Maintenance  
Tappan Gym Renovations  
Construction Contingency

## **2. Soft Costs** \$23.6 Million

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Professional Fees  
Commissioning Agent  
CM at Risk Preconstruction  
Utility Costs  
Testing Agents  
Moving Costs  
Project Contingency

## **3. FF&E & Technology** \$5.5 Million

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Furniture  
Fixtures and Equipment  
A/V equipment  
IT and Telephone

## **4. Real Estate Costs** \$23.5 Million

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Cypress Street Acquisition & Relocation  
MBTA Air Rights

## **5. Other Costs** \$9.6 Million

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Campus Landscaping, Sidewalks and Student Safety  
Swing Space at Old Lincoln School  
Real Estate Contingencies

## **6. Cypress Field** \$5.8 Million

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## **Total Preliminary Project Costs** **\$205.6 Million**

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# BUDGET AND COST ESTIMATING HISTORY PRIOR TO 2018 TOWN VOTE

- |                                                       |                      |
|-------------------------------------------------------|----------------------|
| <b>1. CONCEPT DESIGN COST ESTIMATE (HMFH)</b>         | <b>SPRING 2017</b>   |
| <b>2. SCHEMATIC DESIGN COST ESTIMATE (PM+C / WRA)</b> | <b>FEBRUARY 2018</b> |



# BUDGET AND COST ESTIMATING HISTORY AFTER 2018 TOWN VOTE

- |                                             |                     |
|---------------------------------------------|---------------------|
| <b>1. PROJECT BUDGET (TOWN VOTE)</b>        | <b>MAY 2018</b>     |
| <b>2. CONSTRUCTION MANAGER HIRED</b>        | <b>JUNE 2018</b>    |
| <b>3. RECONCILED GOOD FAITH SD ESTIMATE</b> | <b>OCTOBER 2018</b> |
| <b>4. DESIGN DEVELOPMENT ESTIMATE</b>       | <b>JANUARY 2019</b> |
| <b>5. 60% CONSTRUCTION COST ESTIMATE</b>    | <b>MAY 2019</b>     |
| <b>6. FIRST EARLY BID PACKAGE ISSUED</b>    | <b>JANUARY 2019</b> |



# 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
<b>TOTAL:</b>	<b>\$205.6 M</b>

## 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
<b>TOTAL:</b>	<b>\$205.6 M</b>

## 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
<b>TOTAL:</b>	<b>\$237.8 M**</b>

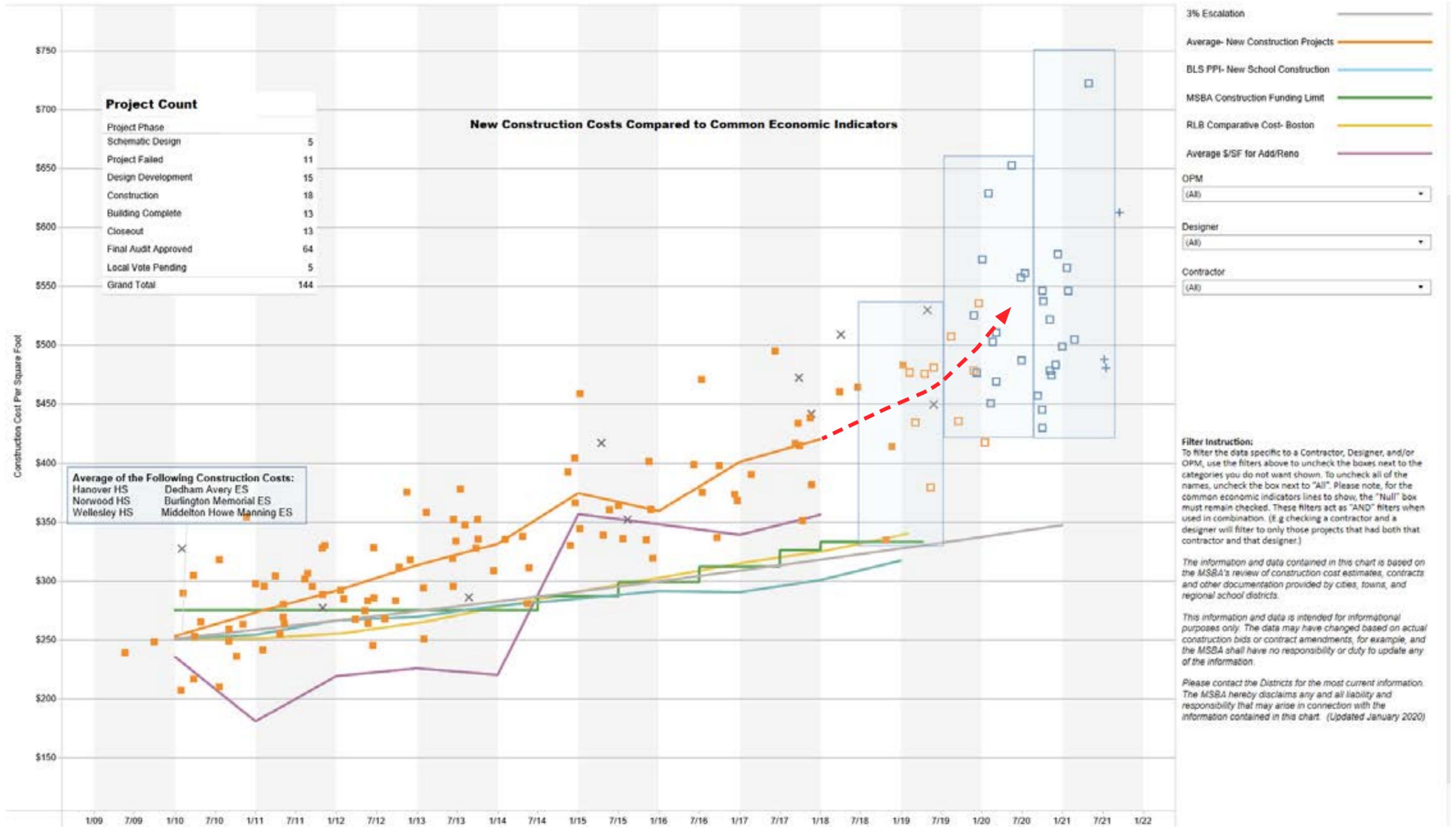
\* NOT BID YET

\*\* 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 / DIVERSIONS
  - STATION DESIGN



Graph from MSBA Website : <http://info.massschoolbuildings.org/TabPub/TableauCostData.aspx>



# MSBA PROJECT COMPARISONS

SCHOOL	NEW OR RENO/ADD	COST/SF	GMP
WALTHAM SR HIGH SCHOOL	NEW	\$722	APR 2021
WESTBOROUGH ELEMENTARY	NEW	\$652	MAY 2020
BOSTON ARTS ACADEMY	NEW	\$652	JAN 2020
ARLINGTON HIGH SCHOOL	NEW	\$577	DEC 2020
FRAMINGHAM FULLER MIDDLE SCHOOL	NEW	\$573	JAN 2020
BROOKLINE HIGH SCHOOL EXPANSION	BLENDED (70% NEW / 30% RENO)	\$570	MAR 2020
BELMONT HIGH SCHOOL	NEW	\$521	MAR 2020
WEYMOUTH MARIA WESTON M.S.	NEW	\$510	SEP 2020
NAUSET HIGH SCHOOL	RENO/ADD	\$489	MAY 2021



# WHERE ARE WE NOW

	Project Budget	Projected Costs	Variance over/(under)
<b>Hard Costs</b>	\$137.6 Million	\$161.6 Million	\$24 Million
<ul style="list-style-type: none"> <li>New Cypress Street Building</li> <li>New STEM Building</li> <li>3rd Floor Renovation *</li> <li>Deferred Maintenance *</li> <li>Tappan Gym Renovations *</li> <li>Construction Contingency</li> </ul>			
<b>Soft Costs</b>	\$23.6 Million	\$23.3 Million	(\$0.3) Million
<ul style="list-style-type: none"> <li>Professional Fees</li> <li>Commissioning Agent</li> <li>CM at Risk Preconstruction</li> <li>Utility Costs</li> <li>Testing Agents</li> <li>Moving Costs</li> <li>Project Contingency</li> </ul>			
<b>FF&amp;E &amp; Technology</b>	\$5.5 Million	\$4.8 Million	(\$0.7) Million
<ul style="list-style-type: none"> <li>Furniture</li> <li>Fixtures and Equipment</li> <li>A/V equipment</li> <li>IT and Telephone</li> </ul>			
<b>Real Estate Costs</b>	\$23.5 Million	\$38.9 Million	\$15.4 Million
<ul style="list-style-type: none"> <li>Cypress Street Acquisition &amp; Relocation</li> <li>MBTA Air Rights &amp; Station Improvements</li> <li>Real Estate Contingencies</li> </ul>			
<b>Other Costs</b>	\$9.6 Million	\$3.4 Million	(\$6.2) Million
<ul style="list-style-type: none"> <li>Campus Landscaping, Sidewalks and Student Safety *</li> <li>Swing Space at Old Lincoln School</li> </ul>			
<b>Cypress Field *</b>	\$5.8 Million	\$5.8 Million *	N/A
<b>Total Project Costs</b>	<b>\$205.6 Million</b>	<b>\$237.8 Million **</b>	<b>\$32.2 Million</b>

\* 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**



# APPENDIX



# WHAT CHANGED?

## 1. UNPRECEDENTED ESCALATION IN THE CONSTRUCTION MARKET

### STEM + CYPRESS SAMPLING OF KEY TRADES

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

# WHAT CHANGED?

## 2. UNKNOWN CONDITIONS: ROBERTS WING WALL REINFORCING



# WHAT CHANGED?

## 2. UNKNOWN CONDITIONS: UNSUITABLE SOILS ALONG MBTA TRACKS

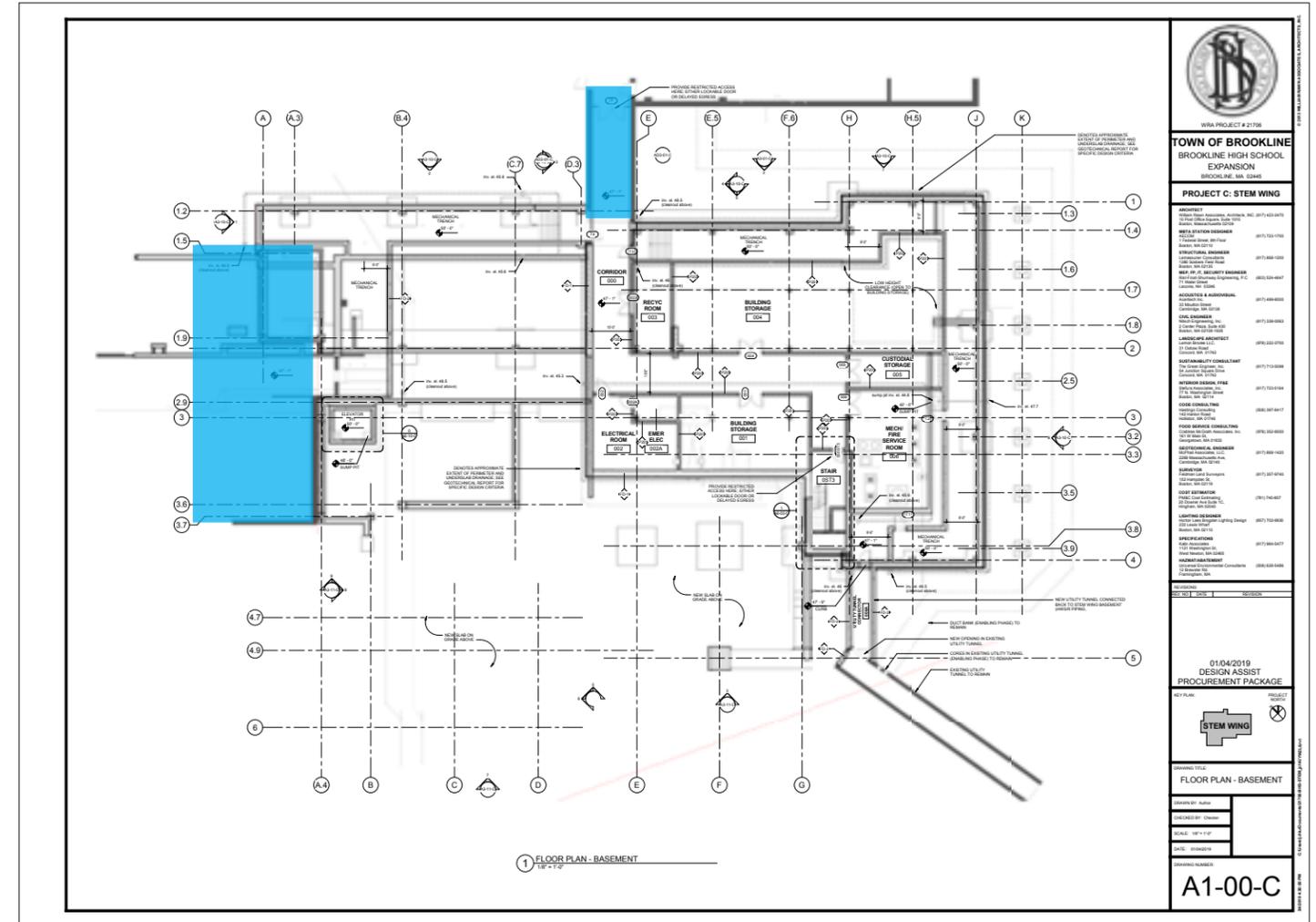
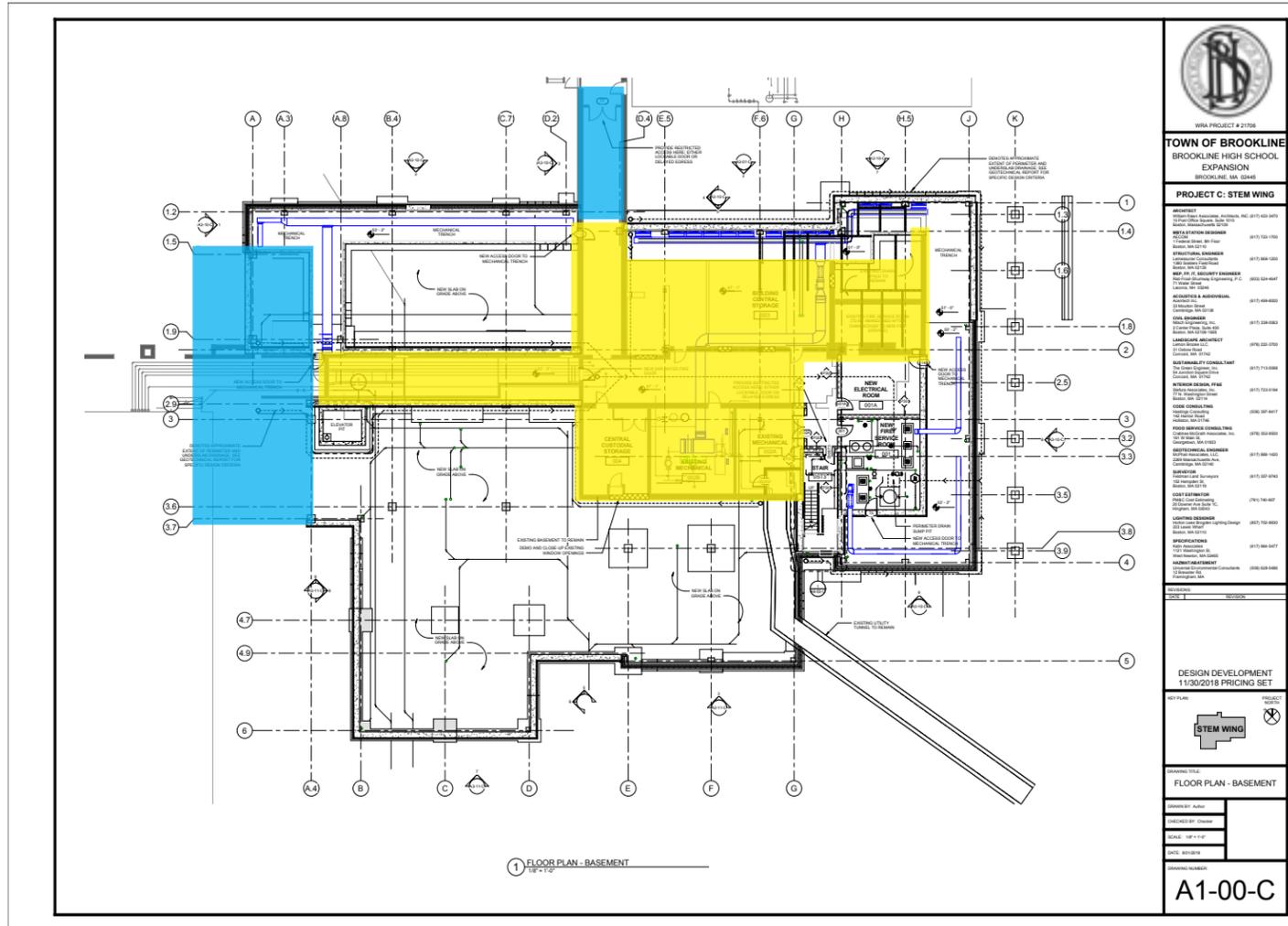


# WHAT CHANGED?

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

### DD PHASE

### CURRENT DESIGN



**EXISTING BUILDING TO REMAIN**



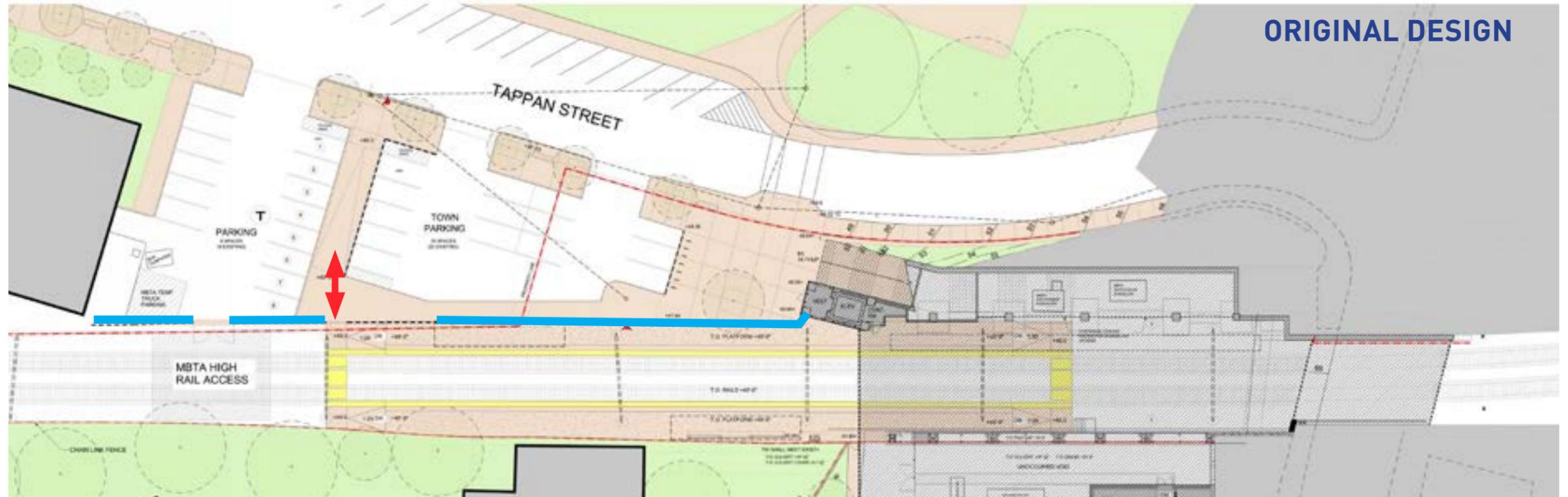
**EXISTING BASEMENT TO REMAIN**

# WHAT CHANGED?

## 4. COMMUNITY MEETINGS: MBTA PLAZA

### ORIGINAL DESIGN

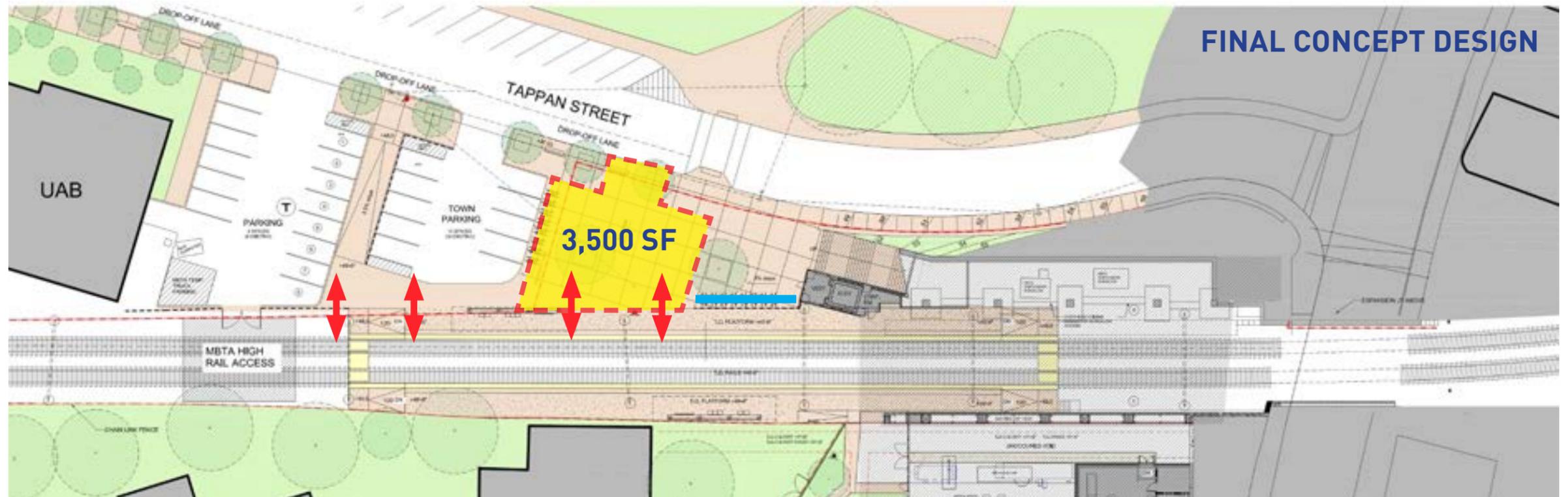
- 20 Town parking spaces



ORIGINAL DESIGN

### FINAL CONCEPT DESIGN

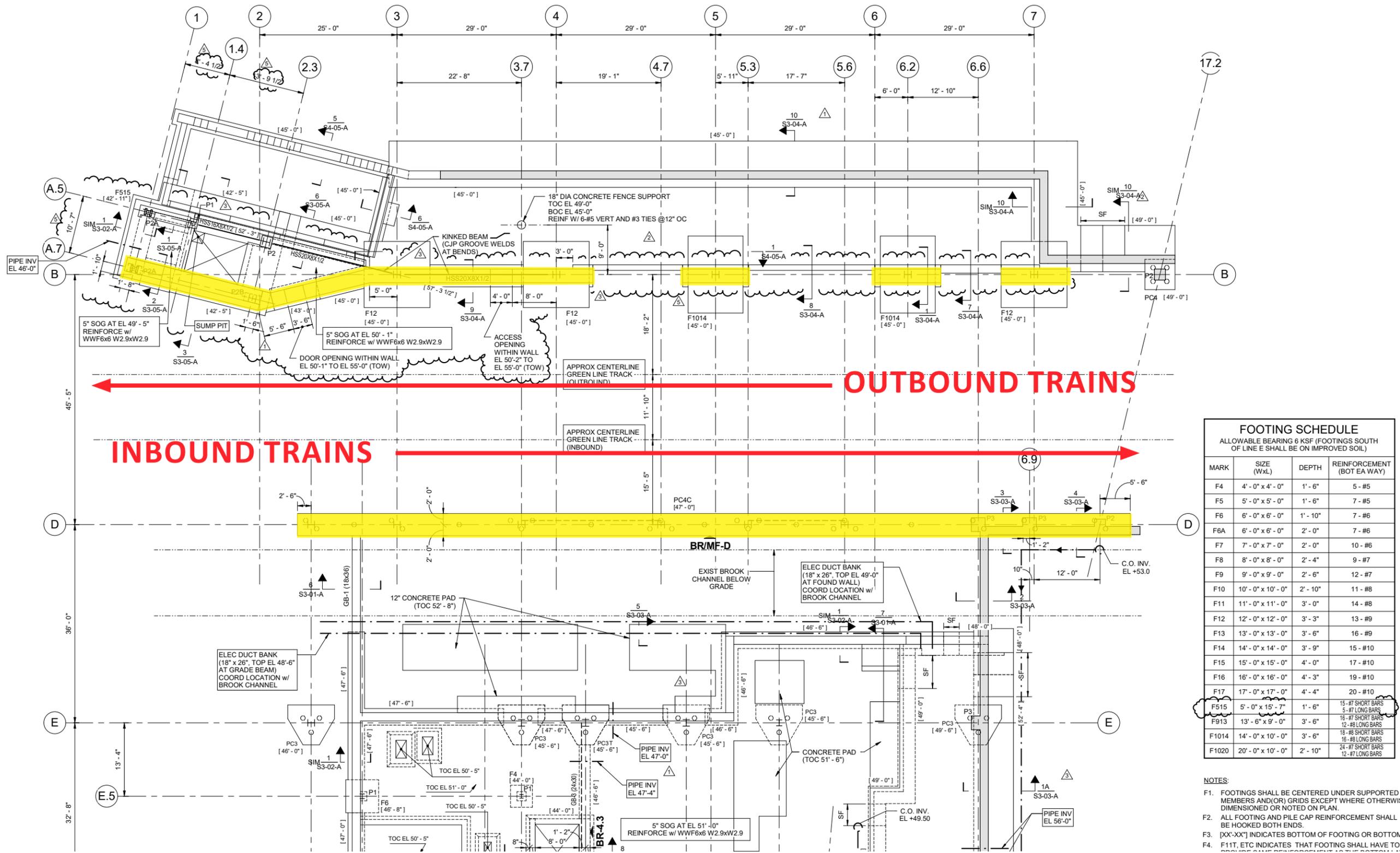
- 16 Town parking spaces
- Crosswalk moved to align with Cypress Field Path (3 parking spaces removed at north side of Tappan St)
- New drop-off lane
- Enlarged Plaza
- Fence, bike racks at level change at Cypress Building elevator
- ~80 feet of access to MBTA platform



FINAL CONCEPT DESIGN

# WHAT CHANGED?

## 5. WORK AROUND AND FOR THE MBTA: BUILDING REQUIREMENTS



# WHAT CHANGED?

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



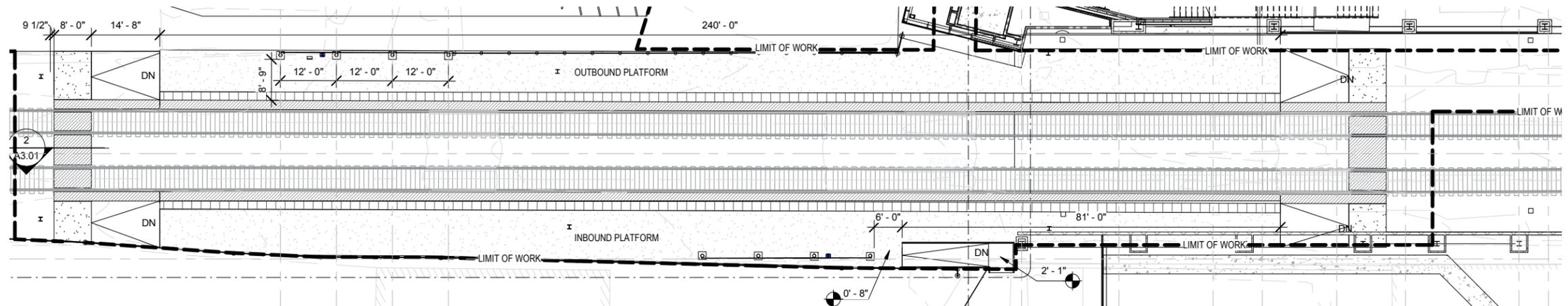
Shuttles will replace Green Line service during scheduled maintenance.



# WHAT CHANGED?

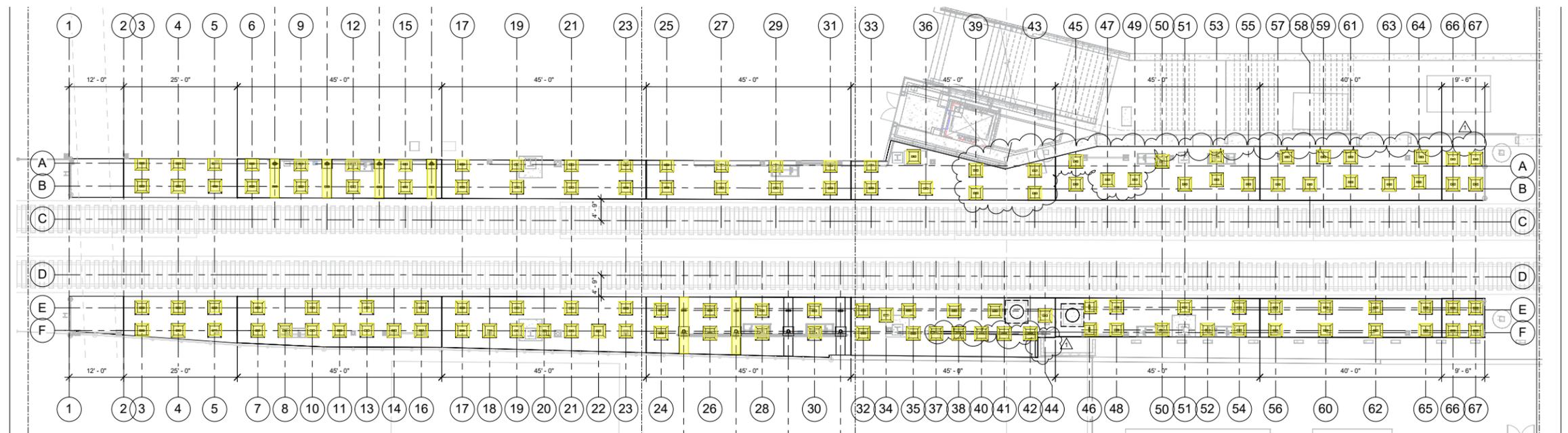
## 5. WORK AROUND AND FOR THE MBTA: PLATFORM DESIGN

### ORIGINAL DESIGN - SLAB ON GRADE



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

### REVISED DESIGN - HELICAL PILES

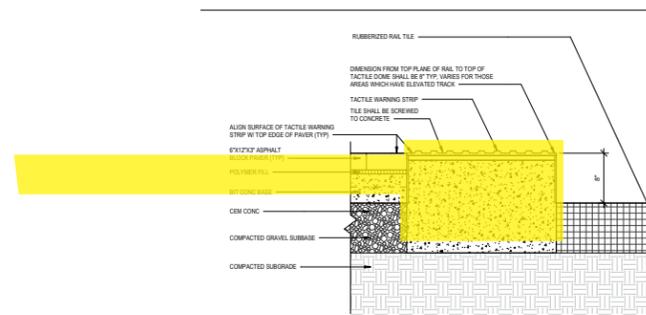


REVISED DESIGN REQUESTED BY MBTA ACCESSIBILITY GROUP - WILL ELIMINATE PLATFORM SETTLING DUE TO FROST

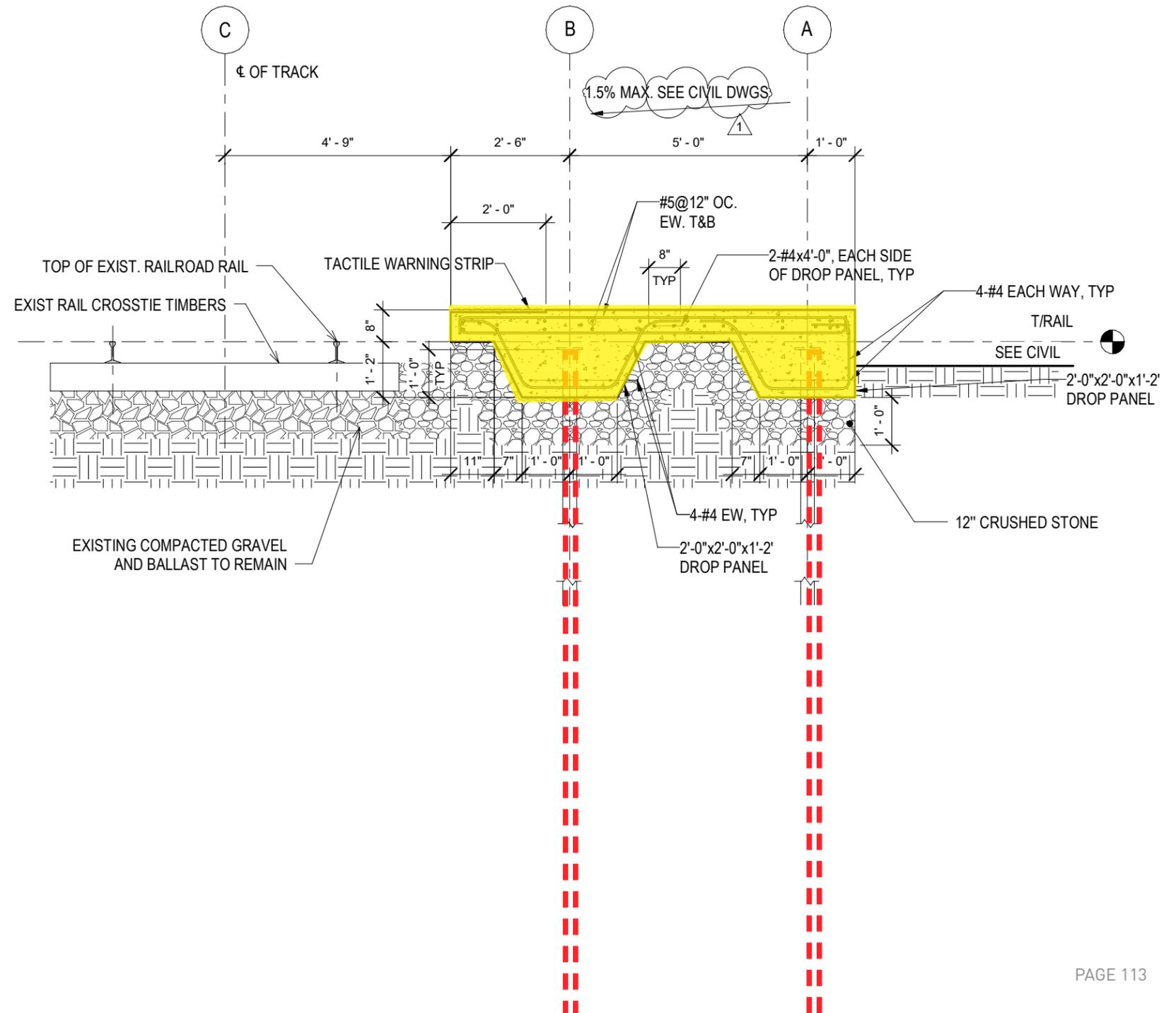
# WHAT CHANGED?

## 5. WORK AROUND AND FOR THE MBTA: PLATFORM DESIGN

### ORIGINAL 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*



# IDP 4 (DEC 14 & 15, 2017): 111 CYPRESS

2 DAYS, 17 MEETINGS, 21 GROUPS

## 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



WRA & BHS Faculty and Staff during IDP sessions at BHS campus

# 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

# IDP 4 (DEC 14 & 15, 2017): MAIN BUILDING THIRD FLOOR

2 DAYS, 17 MEETINGS, 21 GROUPS

## 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



*WRA & BHS Faculty and Staff during IDP sessions at BHS campus*

# 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



*WRA & BHS Faculty and Staff during IDP sessions at BHS campus*

# 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

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**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)

---

# CYPRESS BUILDING

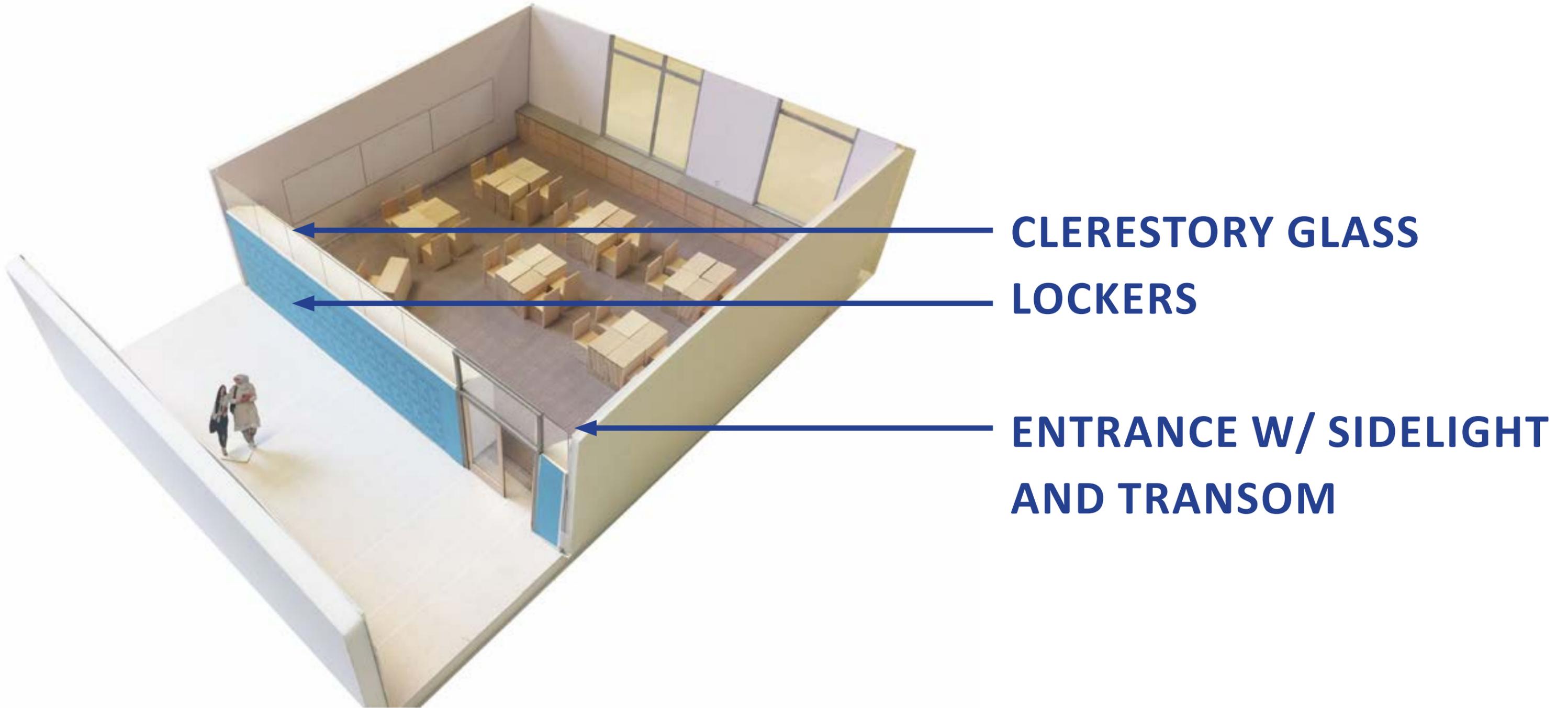
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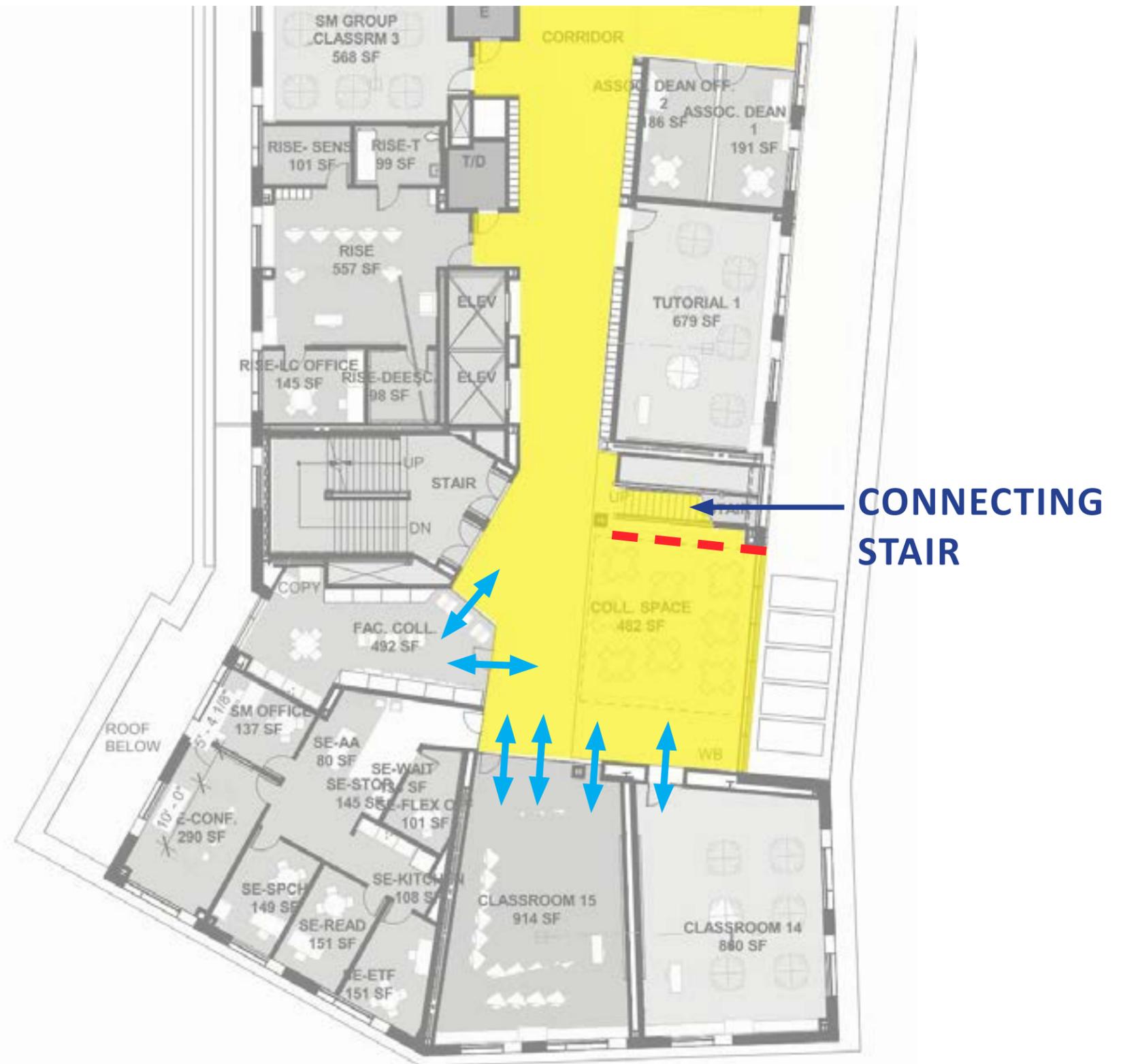


# GENERAL USE CLASSROOM

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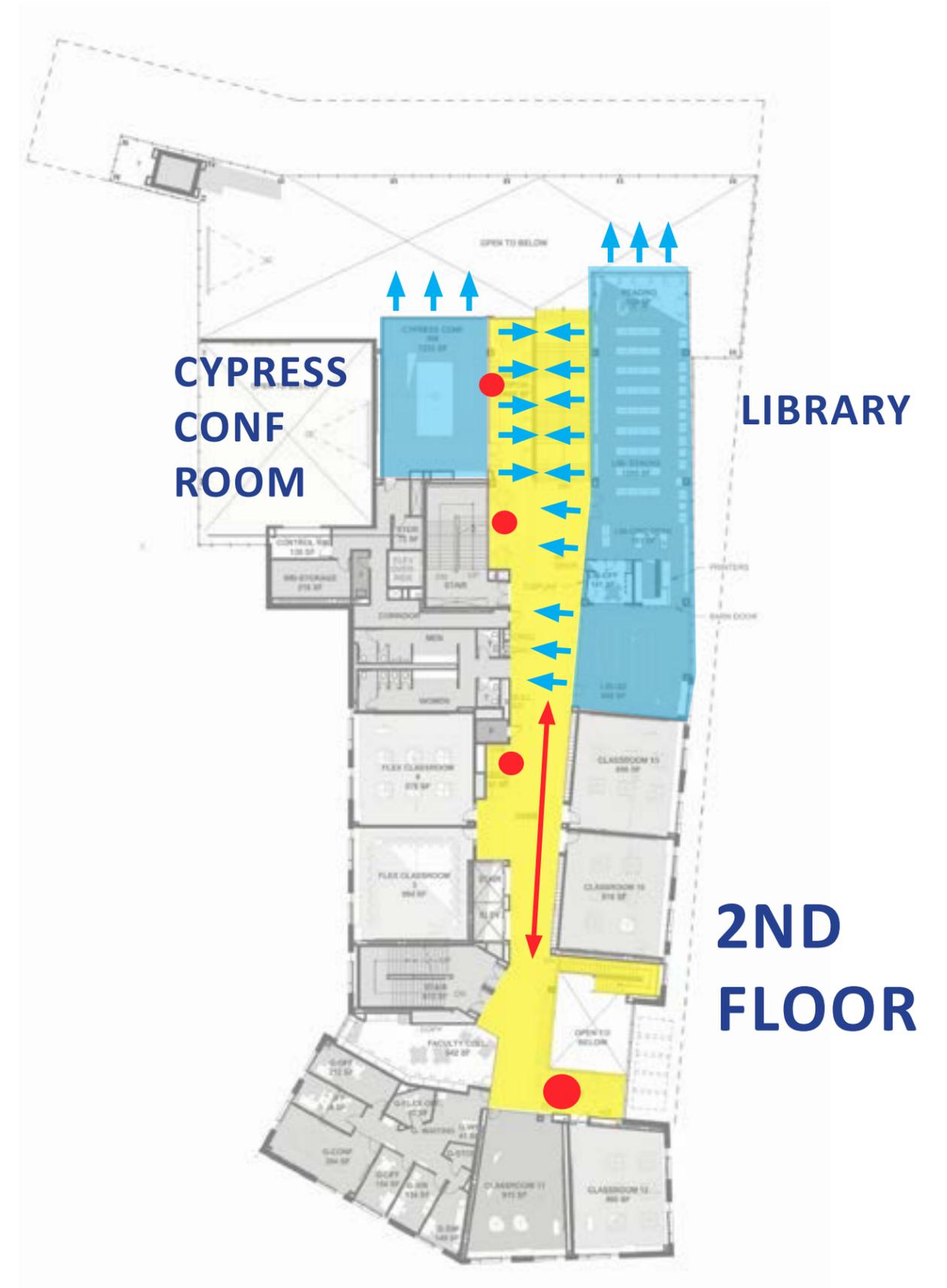
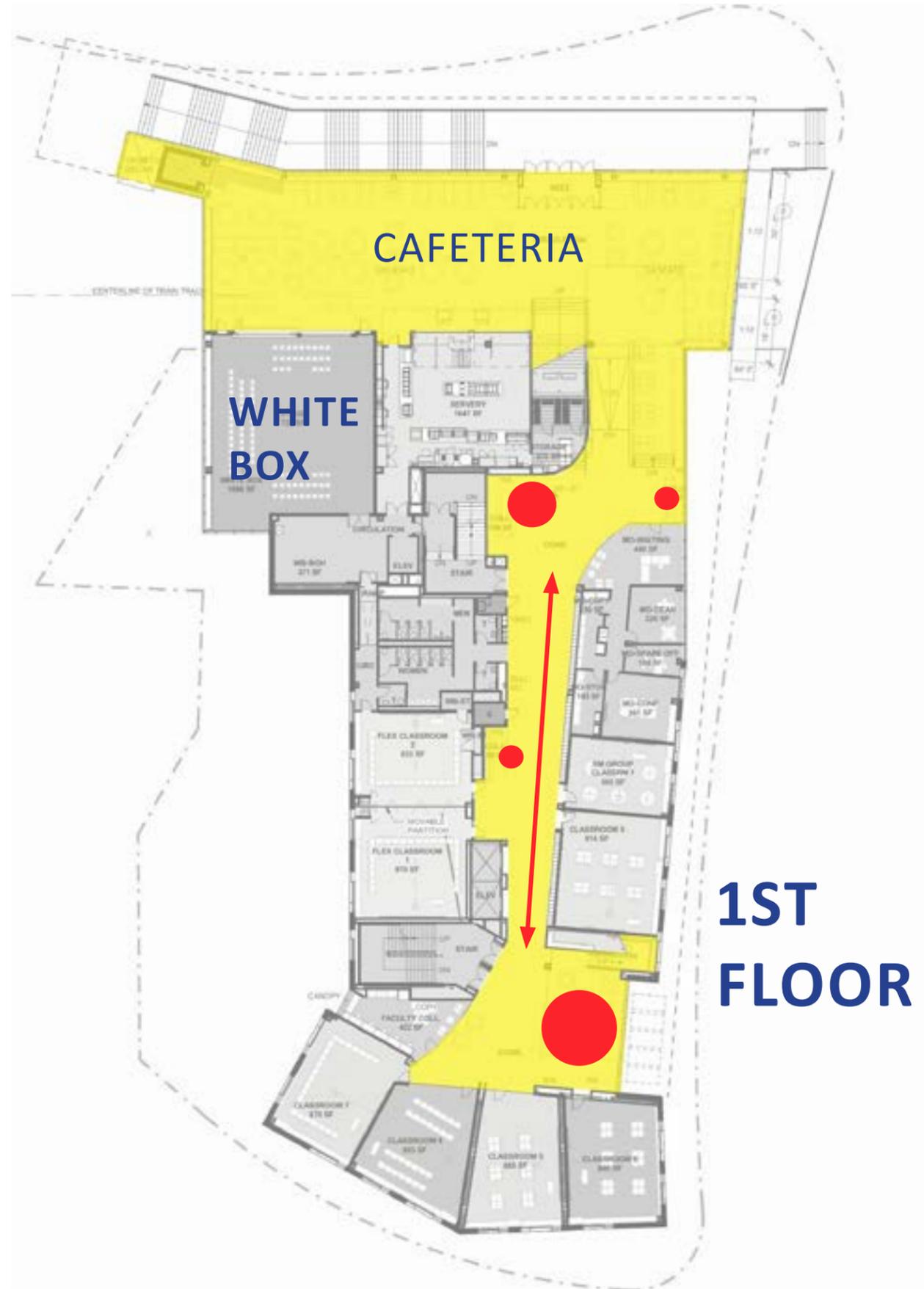
# HALLWAY ORGANIZATION AND DESIGN: SOUTH COLLABORATION SPACE



# HALLWAY ORGANIZATION AND DESIGN: COLLABORATION SPACES



# HALLWAY ORGANIZATION AND DESIGN: COLLABORATION SPACES



# CAFETERIA



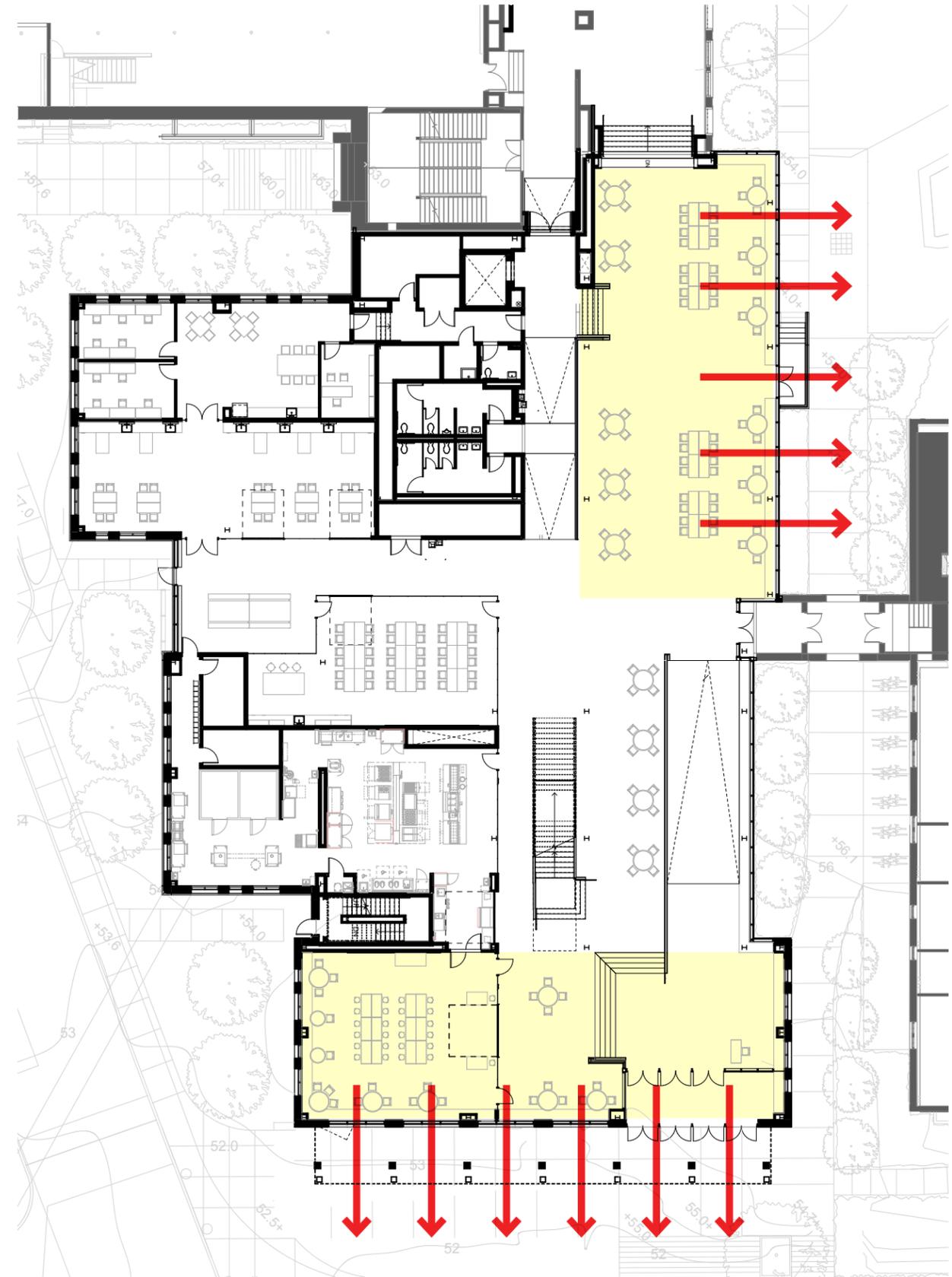
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# STEM WING

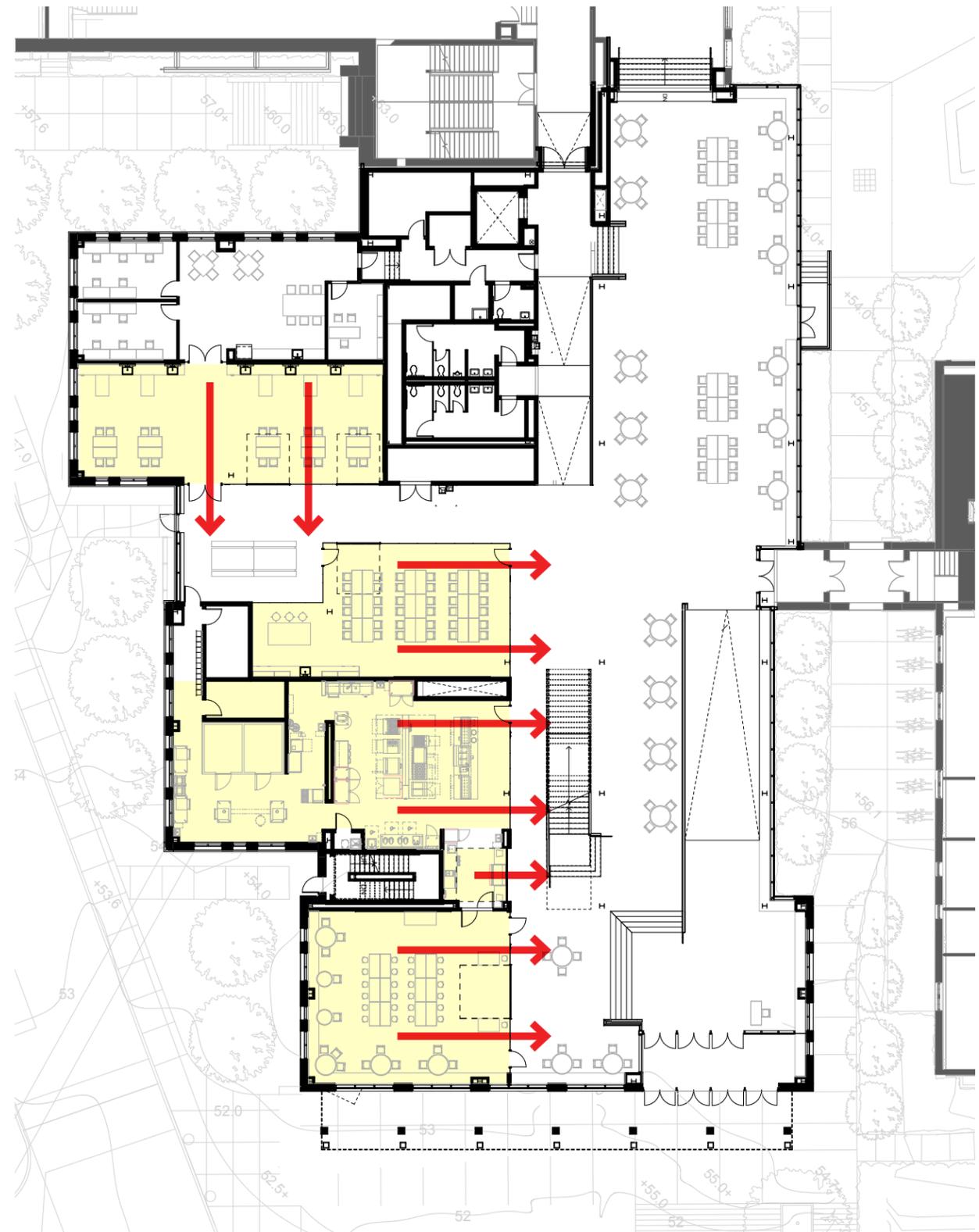
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# STEM WING - GROUND FLOOR 'PORCHES'



# STEM WING - GROUND FLOOR MAKER SPACE VISIBILITY

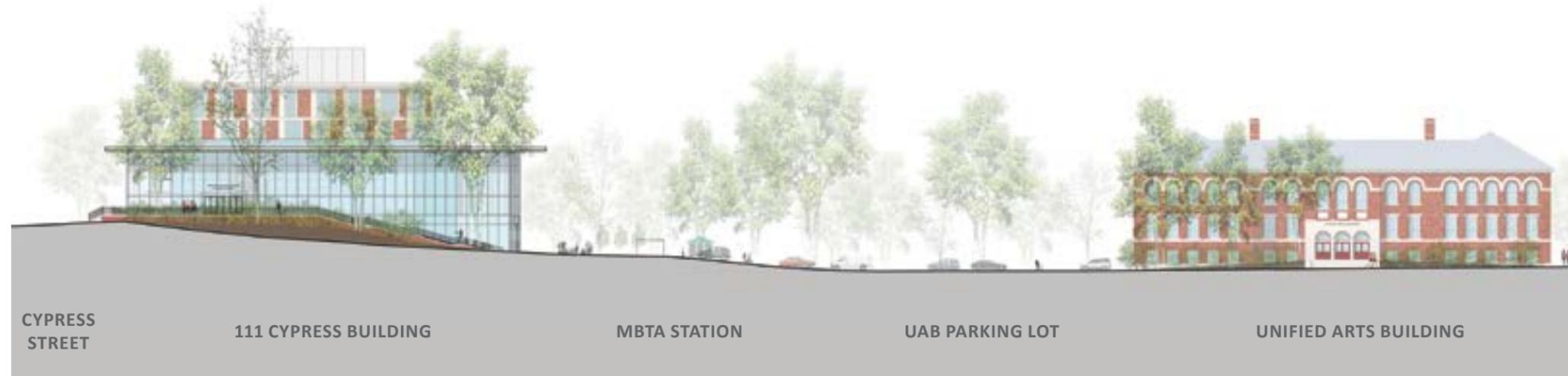


# CYPRESS & STEM EXTERIOR ELEVATIONS



# 111 CYPRESS: ELEVATIONS

## TAPPAN STREET ELEVATION



## CYPRESS STREET ELEVATION



0' 20' 40' 80'



# 111 CYPRESS: ELEVATIONS

## BRINGTON ROAD WEST ELEVATION



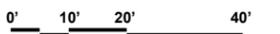
## BRINGTON ROAD SOUTH ELEVATION



0' 20' 40' 80'



# STEM WING: GREENOUGH STREET ELEVATION



# STEM WING: TAPPAN STREET ELEVATION



1/32" = 1'



# STEM WING: QUAD ELEVATION



1/32" = 1'



# TAPPAN GYMNASIUM RENOVATION

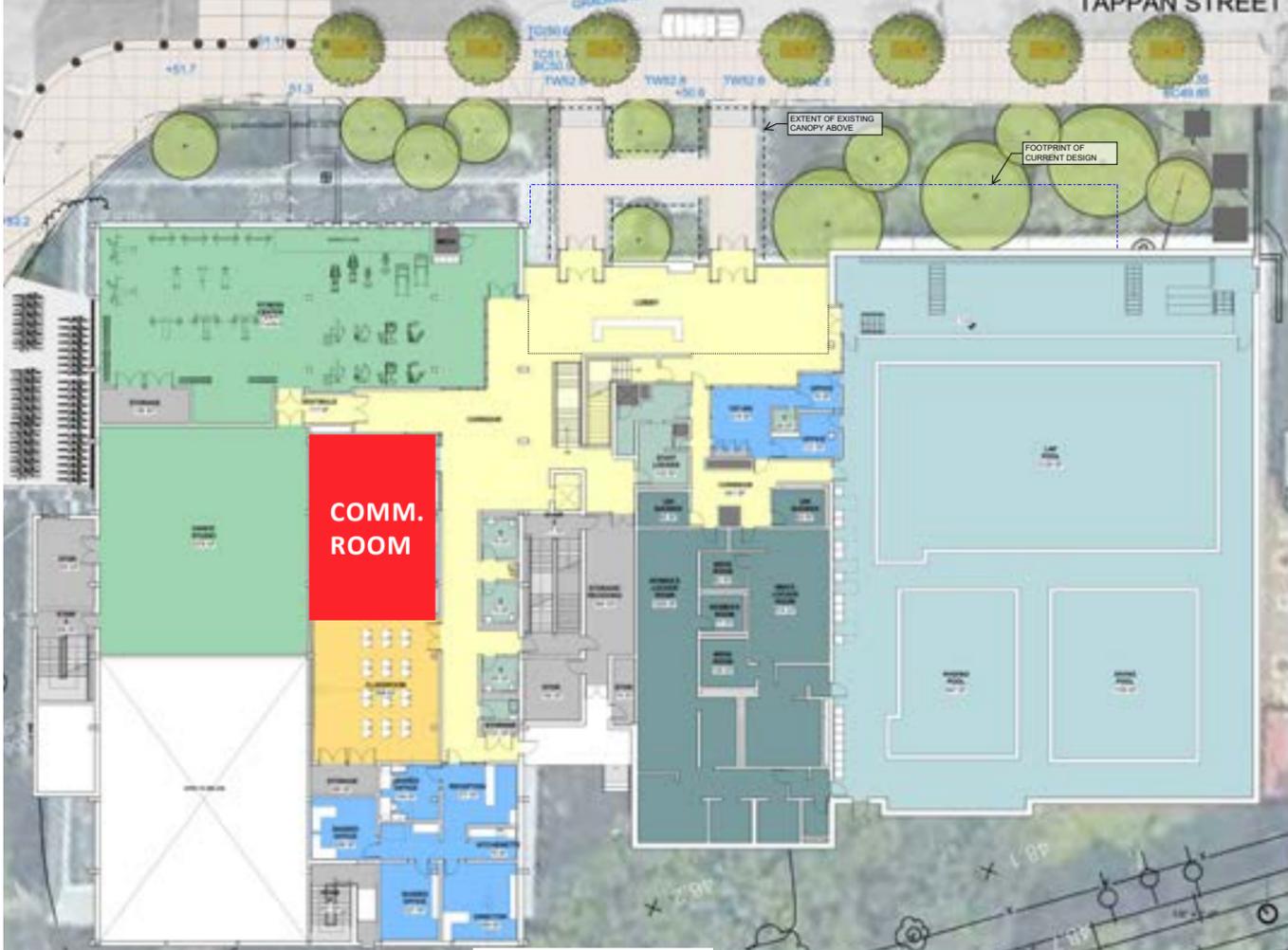


# TAPPAN DESIGN UPDATE

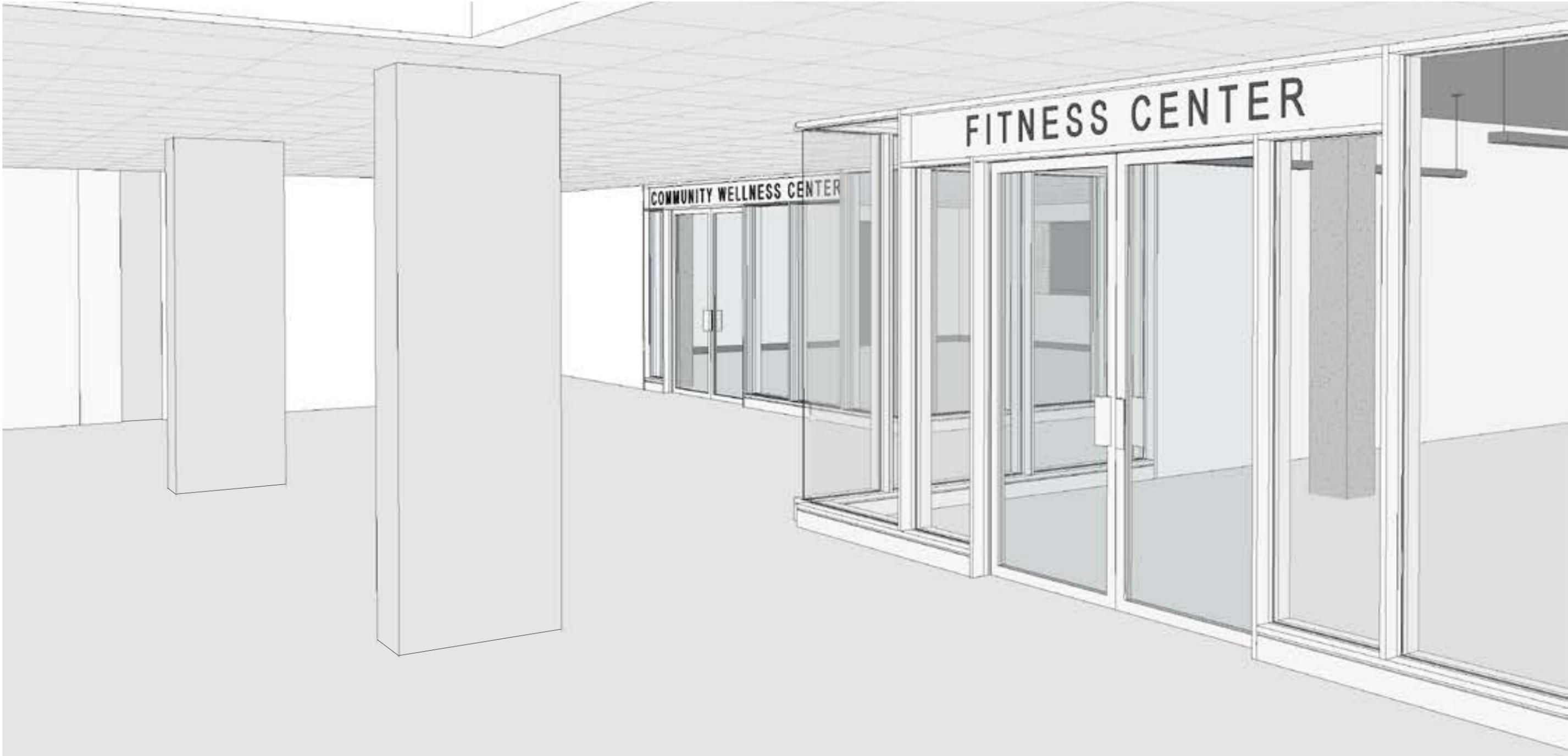
## ORIGINAL DESIGN



## 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 SUSTAINABILTY



## BUILDING PROJECTS

Long-Term Capital Plan >

BHS Expansion Project ^

Upcoming Public Meetings >

Summaries of BHS Expansion Public Meetings >

Presentations and Materials - BHS >

BHS Building Committee >

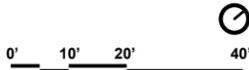
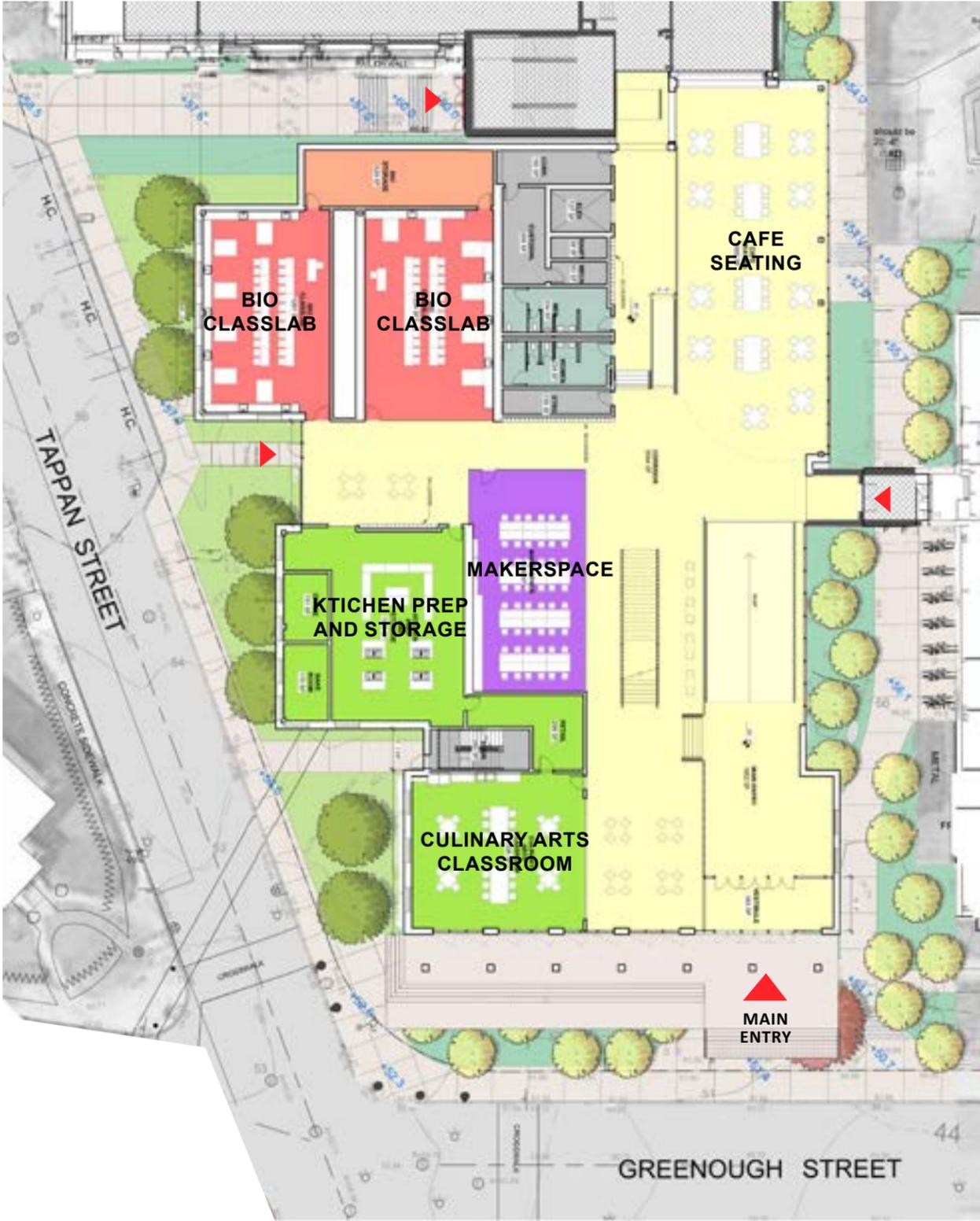
Driscoll School Building v

### 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 \(includes 3-month look ahead of construction\) - June 12, 2019](#)
- [BHS Building Committee Presentation \(includes Presentation of Revised MBTA Platform and Streetscape\) - April 23, 2019](#)
- [Alternative MBTA and Tappan Streetscape Designs - Parks and Recreation Commission Presentation - April 9, 2019](#)
- [Sustainability Overview Presentation - April 3, 2019 \(Appendix and Design Development Energy Analysis Reports: STEM Wing/Cypress Building\)](#)
- [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 Presentation - 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](#)

# STEM WING: LANDSCAPE PLAN



# CYPRESS BUILDING MODEL PHOTO: AERIAL VIEW FROM TAPPAN ST

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# CYPRESS BUILDING MODEL PHOTO: AERIAL VIEW FROM BRINGTON RD.

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# CYPRESS BUILDING MODEL PHOTO: AERIAL VIEW FROM CYPRESS ST

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# TAPPAN STREETScape: PREVIOUS VS. PROPOSED DESIGN

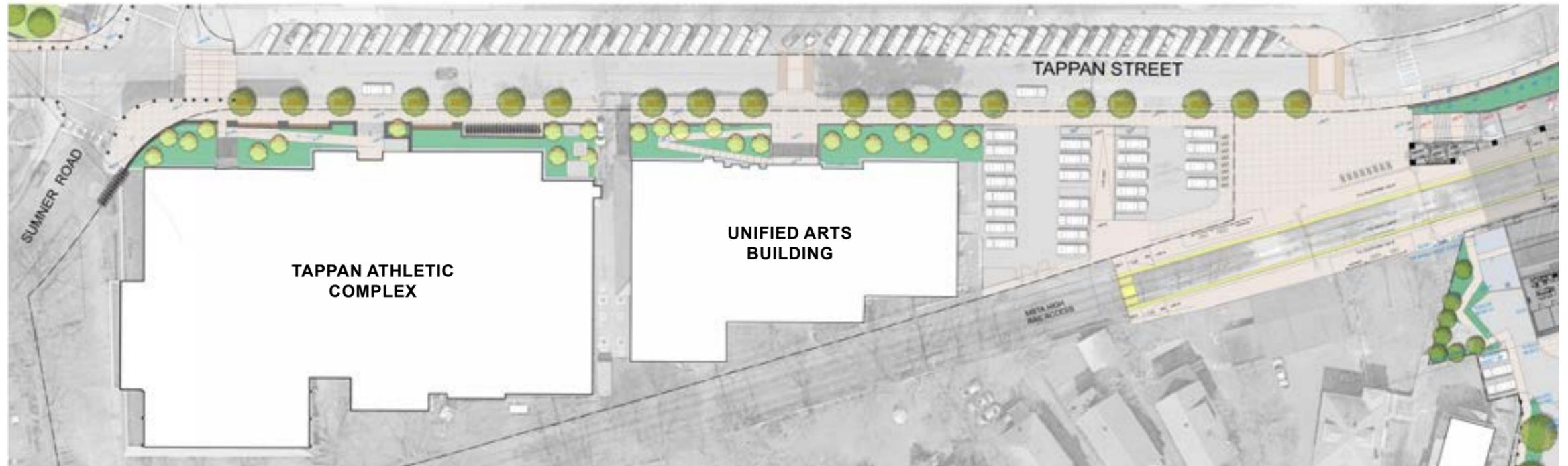
## PREVIOUS DESIGN

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



## PROPOSED DESIGN

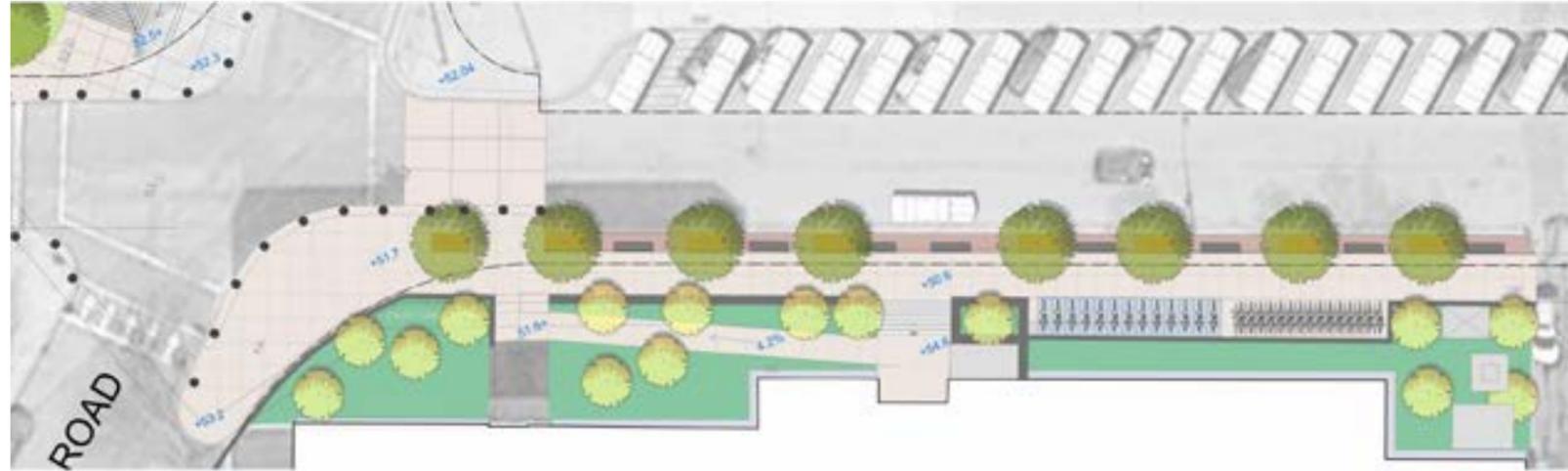
- Seat wall and benches at south side of sidewalk
- Elimination of permeable paver strip (difficult to maintain)
- Enlarged plaza at Cypress Building



# STREETSCAPE AT TAPPAN GYM: PREVIOUS VS. PROPOSED DESIGN

## PREVIOUS DESIGN

- Short benches at north side of sidewalk



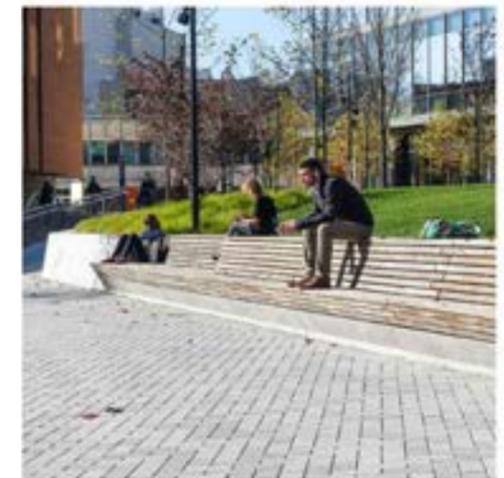
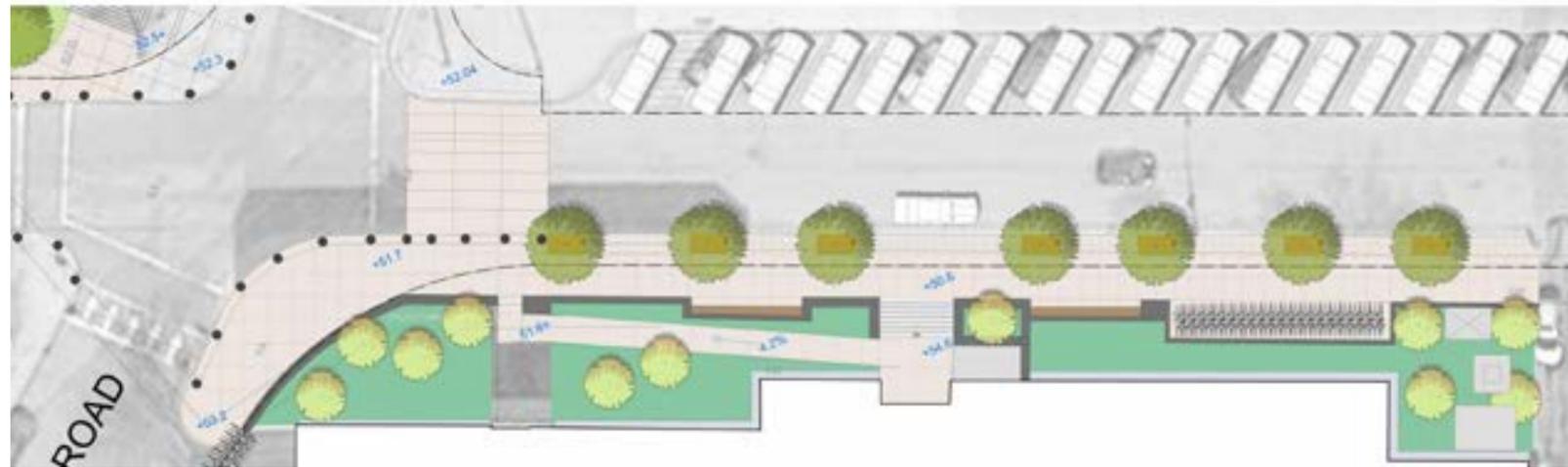
## PROPOSED DESIGN OPTION 1

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



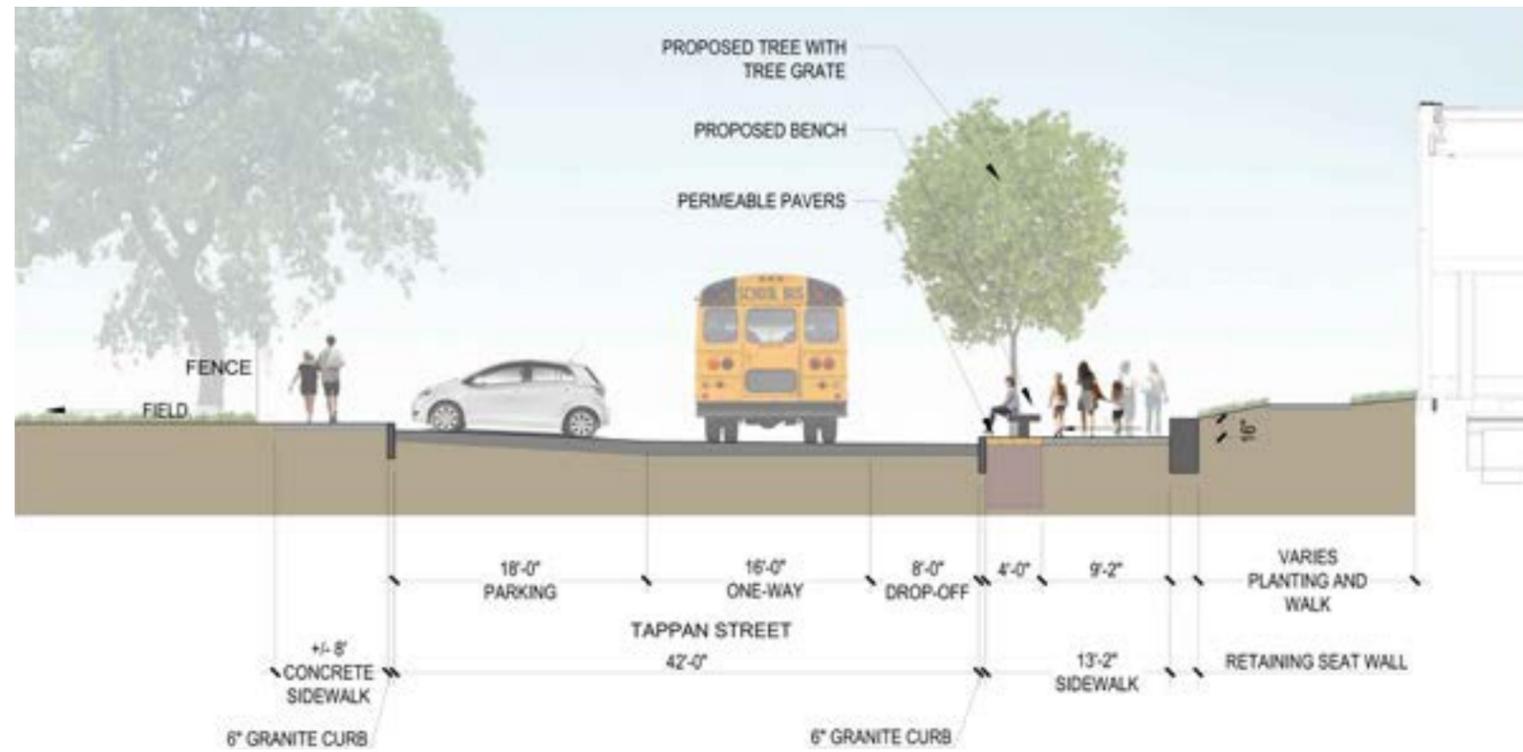
## PROPOSED DESIGN OPTION 2

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

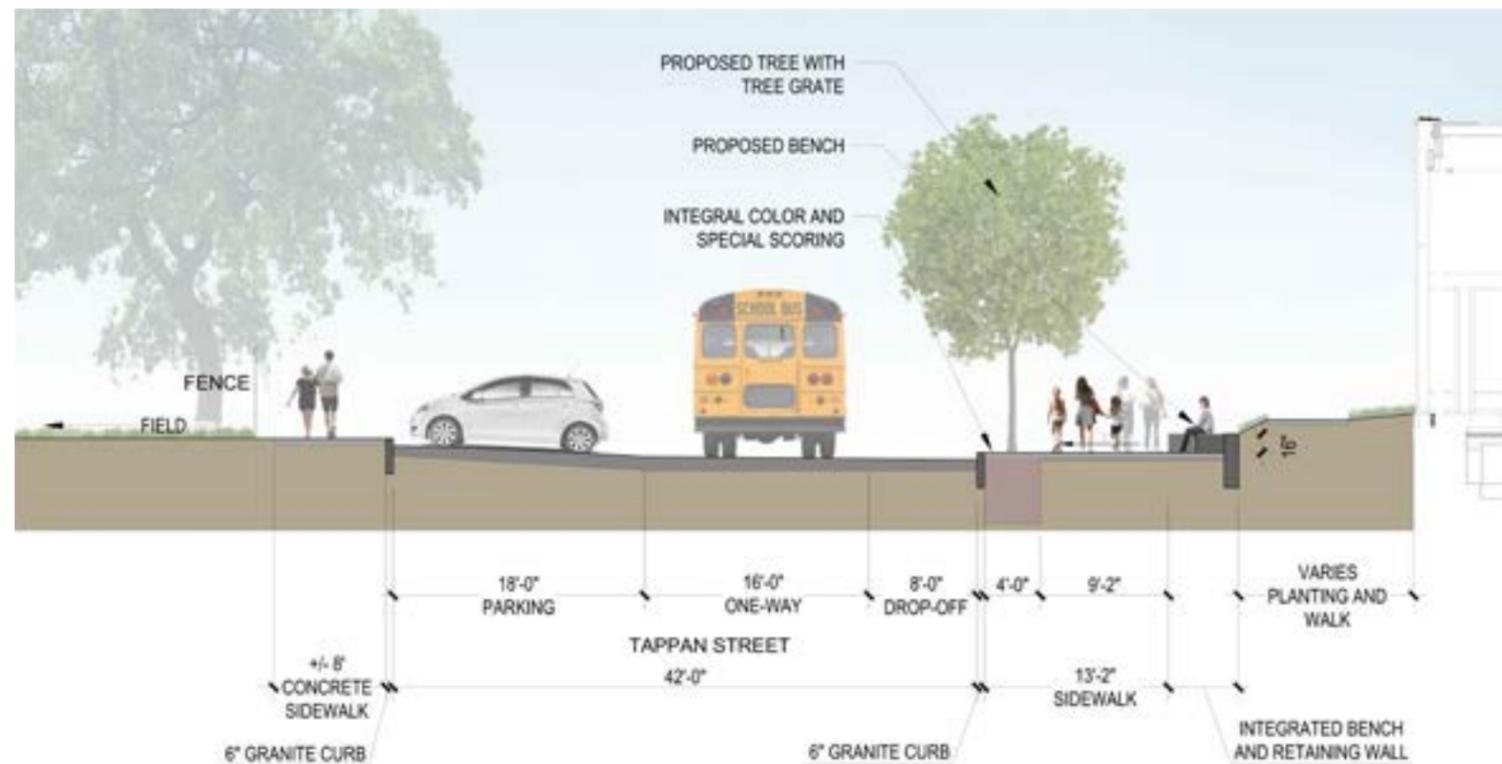


# STREETSCAPE AT TAPPAN GYM: PREVIOUS VS. PROPOSED DESIGN

## PREVIOUS DESIGN

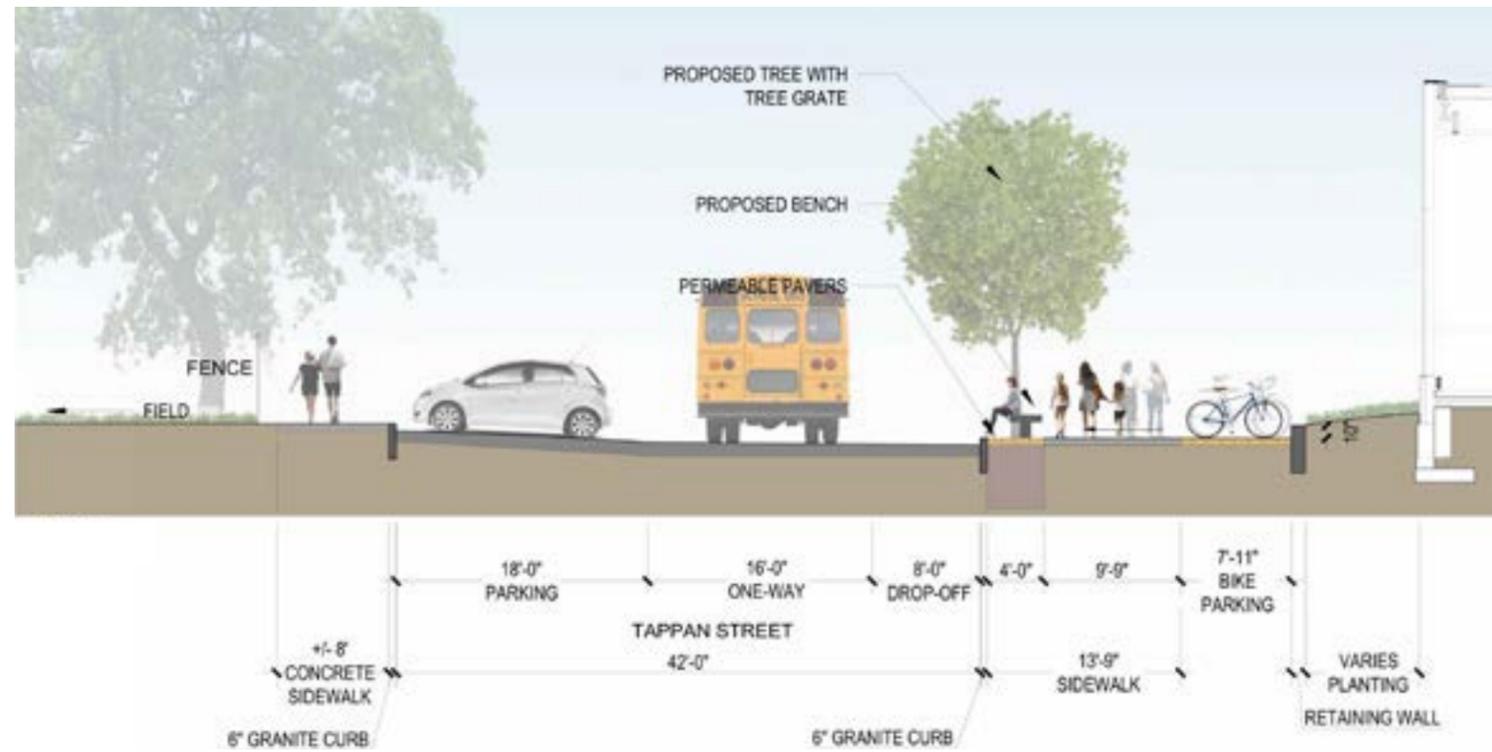


## PROPOSED DESIGN

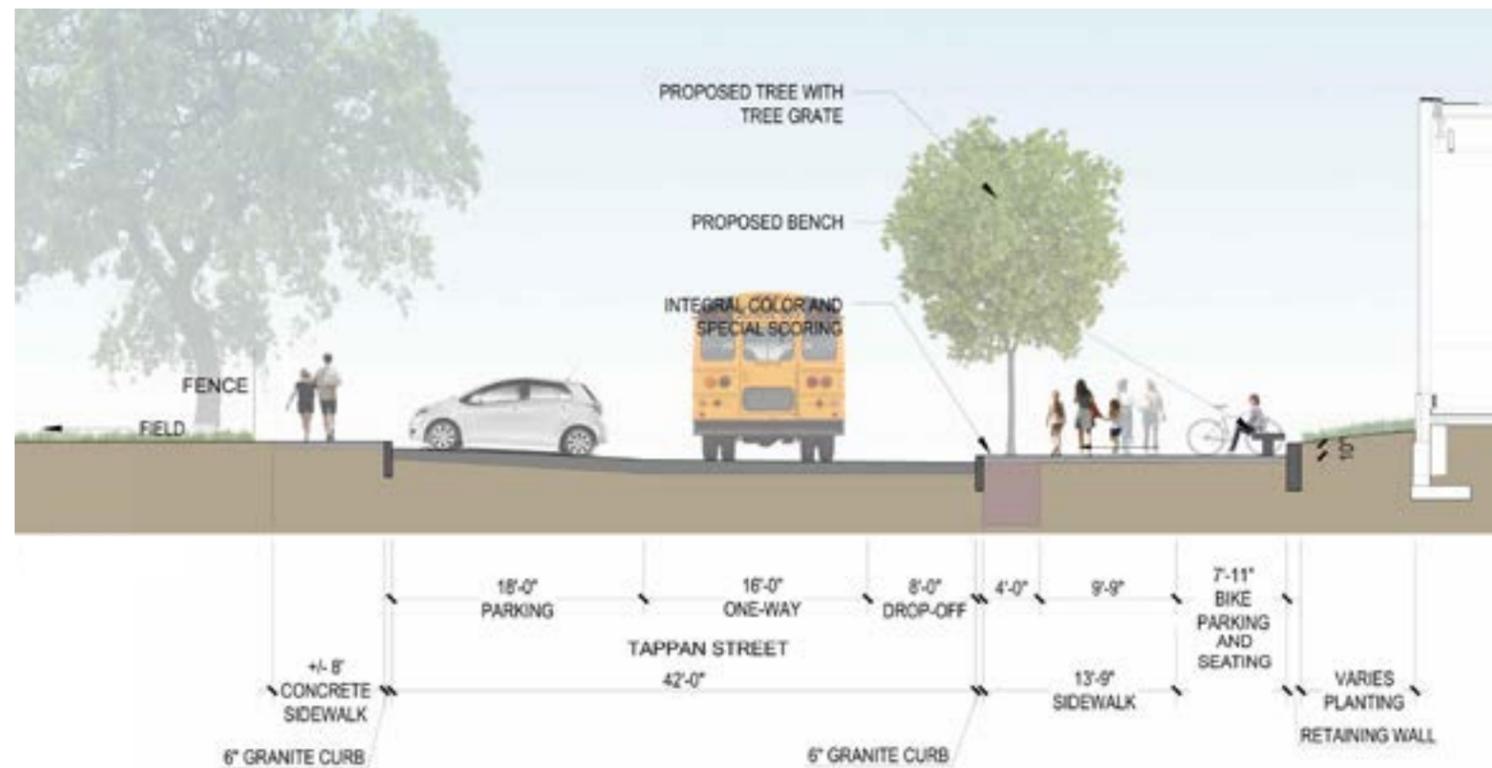


# STREETSCAPE AT TAPPAN GYM: PREVIOUS VS. PROPOSED DESIGN

## PREVIOUS DESIGN

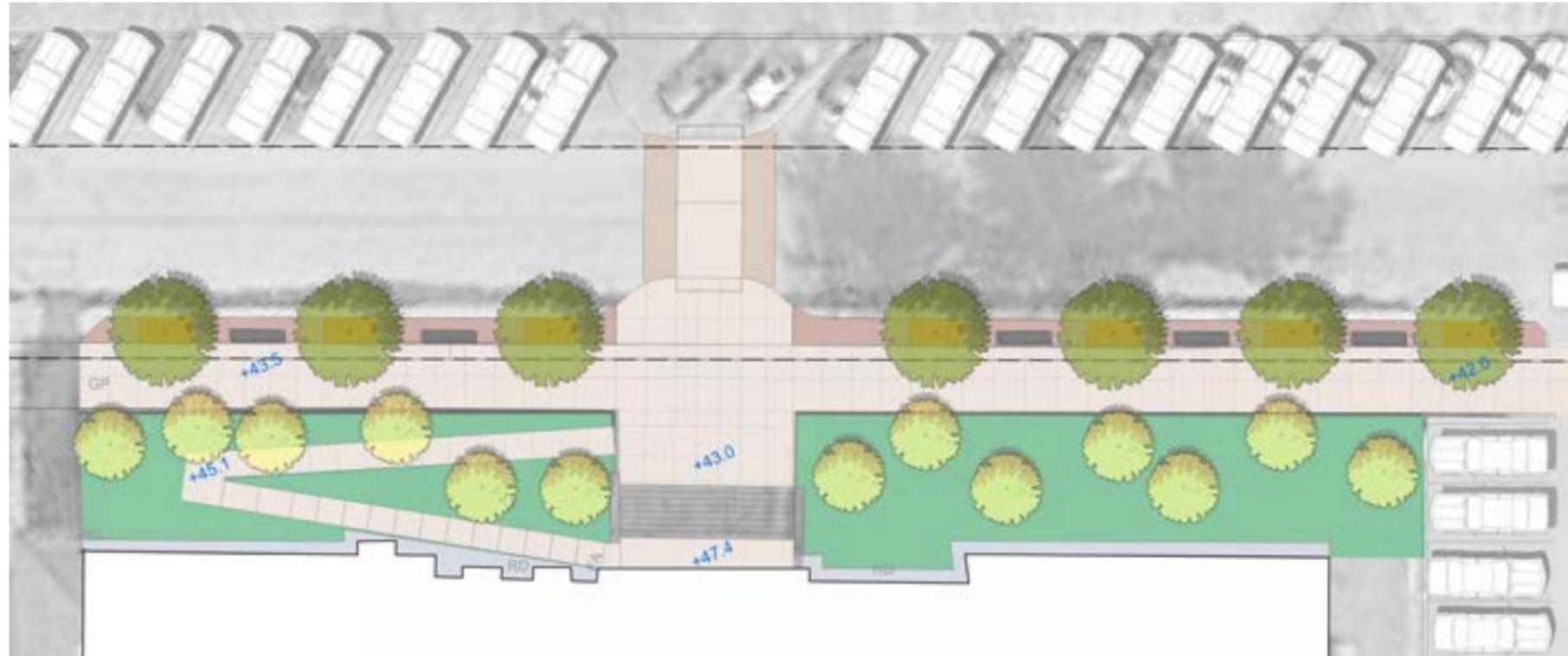


## PROPOSED DESIGN

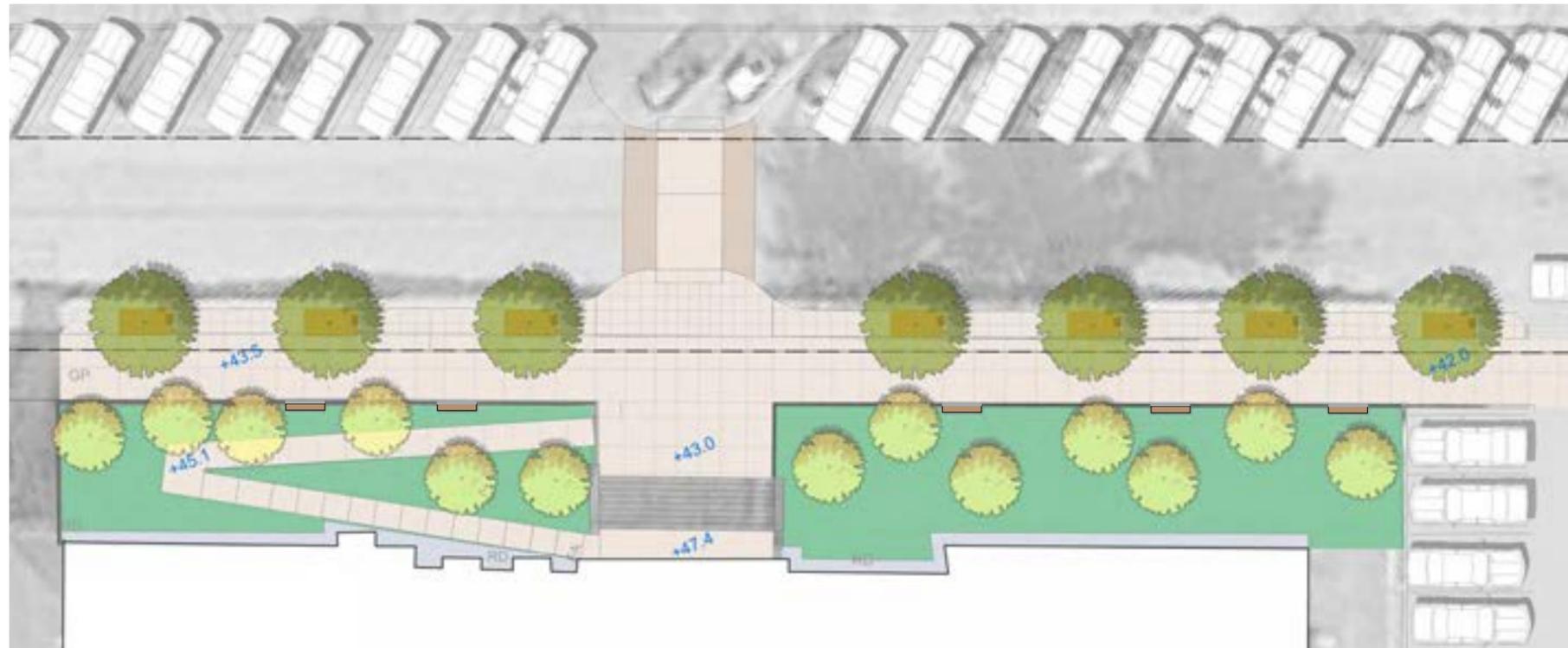


# STREETSCAPE AT UAB: PREVIOUS VS. PROPOSED DESIGN

## PREVIOUS DESIGN



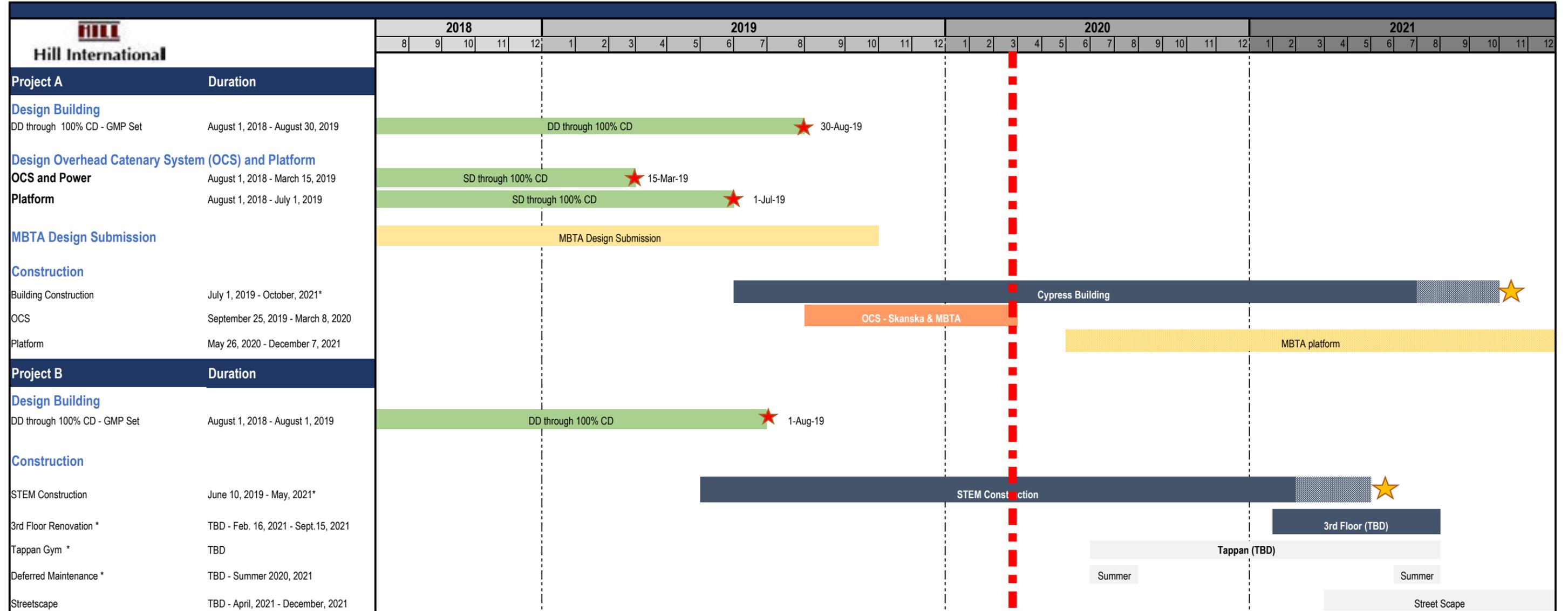
## PROPOSED DESIGN



# WHERE WE ARE NOW

March 24, 2020

## Brookline High School Expansion Project DRAFT Summary Schedule



★ 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



THE PUBLIC SCHOOLS OF BROOKLINE  
BROOKLINE, MASSACHUSETTS 02445

PHONE 617-730-2425  
FAX 617-730-2108

BEN LUMMIS  
INTERIM SUPERINTENDENT OF SCHOOLS

MARY ELLEN NORMEN  
DEPUTY SUPERINTENDENT  
FOR ADMINISTRATION AND FINANCE

## 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**

Projected	Normal Operations	YCN Standby	Notes <b>Special Education Transportation</b>
<b>Budget</b>	<b>\$ 2,250,125</b>	<b>\$ 2,250,125</b>	
Summer transportation	\$ 278,049	\$ 278,049	Completed Aug 2019
In Town Vans	\$ 625,691	<b>\$ 537,585</b>	<b>63% rate for 66 remaining school days</b>
OOD Transport	\$ 1,485,924	<b>\$ 1,282,983</b>	<b>63% rate for 66 remaining school days</b>
MV Transport	\$ 57,195	\$ 39,103	PO, not bid contract, actuals only
<b>Estimated Exp</b>	<b>\$ 2,446,859</b>	<b>\$ 2,136,109</b>	<b>Amount Avoided Via 63% Standby</b>
			<b>\$ 309,139</b>
<b>Available/ (Over)</b>	<b>\$ (196,734)</b>	<b>\$ 112,405</b>	<b>Available on 6/30 to cover other needs</b>



## **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.

	FY20 Through 4/30/20	FY19	FY 18	FY17	FY 16
Original Budget	\$917,895	\$ 899,897	\$1,007,576	\$ 910,135	\$ 816,520
Expenditure History	\$819,731	\$1,408,858	\$1,966,935	\$1,701,319	\$1,246,513
Ending Balance	\$ 98,164	\$ (508,961)	\$ (959,359)	\$ (791,184)	\$ (429,993)

Expenses

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.

DRAFT

	Description	March 12 - April 6	Additional Days through June 30	Approved Reserve Fund Transfer	Estimated Costs	Notes
<b>Additional Expenses due to school building closure</b>						
	Custodians double time charged to COVID-19;				\$75,600	TBD FEMA
	Food Service Partial COVID 19 Partical Operating Deficit				\$54,000	TBD FEMA
	Instructional Materials Reallocating Expenses for software and training that is now needed due to closure				75,000	
	Operations Supplies and Materials.					
	Estimated Products on hand consumed by accelerated cleaning, disinfecting and hand washing =	\$35,000	\$105,000	-\$35,000	\$105,000	TBD FEMA
	Estimated School Requisitions and Quotes over last 3 weeks, some quotes still in transit =	\$14,000	\$42,000	-\$14,000	\$42,000	TBD FEMA
					\$351,600	
<b>Impact on Suspension of Revolving Fund Revenue</b>						
	Revolving Funds Deficits (Athletics)				\$50,000	
	Revolving Funds Deficits ( BEEP)				\$970,993	
	Revolving Funds Deficits ( Rental of Facilities)				\$90,000	
					\$1,110,993	
<b>Total Estimated Unexpected Expenditures</b>				-\$49,000	\$1,462,593	

***Draft Public Schools of Brookline Student Field Trip Policy***  
***4.30.20 School Committee 2<sup>nd</sup> 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:

<b><u>Field Trip Type</u></b>	<b><u>Deadline for Request</u></b>
In-State Trips	30 days prior to Field Trip
Out-of-State Trips	60 days prior to Field Trip
International Trips	May 15 <sup>th</sup> of the academic year preceding the academic year in which the Field Trip will take place <sup>1</sup>

### 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

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<sup>1</sup> 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:

<u>Effective Date</u>	<u>Increase</u>
September 1, 2019	1.5%

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

Agreed<sup>1</sup> to by the negotiating teams for the Parties on the date(s) indicated below:

**Brookline School Committee**

**Brookline Educators Union – Unit A**

\_\_\_\_\_ Date: \_\_\_\_\_  
Suzanne Federspiel

\_\_\_\_\_ Date: \_\_\_\_\_  
Jessica Wender-Shubow

<sup>1</sup> 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:

<u>Effective Date</u>	<u>Increase</u>
September 1, 2019	1.5%

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

Agreed<sup>1</sup> to by the negotiating teams for the Parties on the date(s) indicated below:

**Brookline School Committee**

**Brookline Educators Union – Unit B**

\_\_\_\_\_  
Suzanne Federspiel

\_\_\_\_\_  
Jessica Wender-Shubow

<sup>1</sup> 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.