



# TOWN of BROOKLINE

*Massachusetts*

## BUILDING DEPARTMENT

Daniel Bennett  
Building Commissioner

**TO:** Selectboard

**FROM:** Ray Masak, PE Project Manager

**SUBJECT:** Brookline High School- Amendment 8  
Design Services (FY 19)

**DATE:** May 30, 2019

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 \$44,880.

The appropriation for this contract was approved by Town Meeting as part of the overall CIP for FY19. This amendment is for design services to address noise and vibration issues regarding the MBTA.. Refer to the Hill memo dated May 28, 2019 for further explanation of services.

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

TOWN OF BROOKLINE

333 Washington Street, Brookline, Massachusetts 02445

PURCHASE ORDER CHANGE FORM

INVOICE DATE: 28-May-19

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

Purchase Order Number  
 21803108

Vendor Number  
 53540

PAYMENT AMOUNT  
 \$44,880.00

BUDGET 14,838,648.00  
 BALANCE 8,534,411.22

FUND	ORGANIZATION	ACTIVITY	OBJECT
	2594C204		524003

FOR: Brookline High School Expansion

Amendment	Date	Description
8	4/24/2019	Vibration mitigation design and engineering services

AMOUNT \$44,880.00

BUILDING COMMISSION

APPROVAL OF:

*Janet Fierman*  
 Janet Fierman, Chairman

George Cole

Kenneth Kaplan

Karen Breslawski

Nathan E. Peck

BOARD OF SELECTMEN

APPROVAL OF:

Bernard W. Greene, Chairman

Benjamin J. Franco

Nancy S. Heller

Heather Hamilton

Raul Fernandez

SCHOOL COMMITTEE

APPROVAL OF:

Mary Ellen Dunn, Assistant Superintendent For Administration and Finance



# Hill International

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

May 28, 2019

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

Re: William Rawn Associates; Amendment 8 recommendation

Dear Ray:

Attached please find Amendment 8 for additional services from William Rawn Associates (WRA) for additional design services as requested by the Town of Brookline. We agree this is additional to their current contract and amendments.

Amendment 8 is for obtaining a specialty acoustic engineer to design the vibration isolation components to the building structure to minimize vibration and structure borne sound into the Cypress Building from the MBTA Green Line trains. The scope of this amendment was reviewed and requested by the Co-chairs on May 25, 2019. Amendment 8 is an additional service to WRA's contract of \$44,880.00.

It is requested that this amendment be reviewed by the Brookline Building Commission Meeting at their meeting scheduled for May 29, 2019. Don't hesitate to call with any questions.

Very truly yours,

Paul G. Kalous AIA  
Program Director

cc. S. Lasky WRA  
A. Jonic WRA  
T. Guigli, ToB

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

April 24, 2019

Project Name: Brookline High School Expansion Project  
**Re: Contract Amendment #8**

Dear Ray,

At the request of the Town of Brookline we submit this additional service proposal for the services of an engineer to provide vibration mitigation design and engineering services for the Cypress Building.

**Scope: Vibration mitigation design and engineering services**

Following acoustic field measurements and analysis Acentech is recommending that ground borne vibrations caused by the MBTA trains travelling below the Cypress Building are mitigated by providing vibration isolation pads between cast in place concrete footings and steel column baseplates at 27 columns on the project. Acentech has proposed working with an engineer, Scott Campbell from Structural Analysis Consulting Group, to provide column baseplate design recommendations and bid specifications for three vibration isolation pad products. Please see the attached proposal from Acentech for additional information.

*Acentech: \$13,300*

*Structural Analysis Consulting Group: \$27,500*

*WRA Admin (10%): \$4,080*

*Total: \$44,880*

**Total Additional Service Fee: \$44,880**

Please let us know if you have any questions or comments.

Regards,



Andy Jonic, AIA  
Senior Associate  
William Rawn Associates, Architects Inc.  
*Attachments: Acentech Proposal dated April 5, 2019*

# ATTACHMENT F

## CONTRACT FOR DESIGNER SERVICES

### AMENDMENT NO. 8 \_\_\_\_\_

**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 \_\_\_\_\_ April 24, 2019 \_\_\_\_\_, 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: <b>\$44,850</b>
Feasibility Study Phase	\$ _____	\$ _____
Schematic Design Phase	\$ _____	\$ _____
Design Development Phase	\$ _____	\$ _____
Construction Document Phase	\$ _____	\$ _____
Bidding Phase	\$ _____	\$ _____
Construction Phase	\$ _____	\$ _____
Completion Phase	\$ _____	\$ _____
*Includes previous Amendments		
<b>Total Fee</b>	<b><u>\$13,442,208.00</u></b>	<b><u>\$13,487,058.00</u></b>

This Amendment is a result of: Acoustic field measurements on the Cypress Building site, analysis, and the recommendation that an vibration isolation engineer join the design team to assist with structural detailing and vibration isolation pad specifications.

3. The Construction Budget shall be as follows:

Original Budget: \$/a \_\_\_\_\_  
Amended Budget \$/a \_\_\_\_\_

4. The Project Schedule shall be as follows:

Original Schedule: \$/a \_\_\_\_\_  
Amended Schedule \$/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.

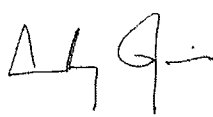
IN WITNESS WHEREOF, the Owner, with the prior approval of the Authority, and the Designer have caused this Amendment to be executed by their respective authorized officers.

OWNER

\_\_\_\_\_  
(print name)  
\_\_\_\_\_  
(print title)  
By \_\_\_\_\_  
(signature)  
Date \_\_\_\_\_

DESIGNER

Andrew Jonic  
(print name)  
Senior Associate  
(print title)

By  
  
(signature)  
Date 5.28.19 \_\_\_\_\_



**ACENTECH**

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



April 5, 2019

Samuel M. Lasky, FAIA, LEED AP BD+C  
Principal  
William Rawn Associates, Architects Inc.  
10 Post Office Square, Suite 1010  
Boston, MA 02109

**Subject**            **Proposal for Vibration Mitigation Design Services**  
Brookline High School  
Brookline, MA  
Acentech Proposal No. 629340a

Dear Sam:

Enclosed is our proposal for the design of vibration isolation pads for the new Cypress Street building at Brookline High School. Our proposal is based on the results of our measurements, discussions with you, and structural design information provided by you and LeMessurier. Since we ourselves do not develop the design or implementation of this isolation, nor the structural considerations needed to incorporate them, we propose to subcontract the isolator design effort to Scott Campbell, P.E., from the Structural Analysis Consulting Group in Wisconsin. We do expect, however, that our role would be to coordinate and assist in the design process, and therefore have assumed a budget for such tasks.

## **SCOPE**

### **TASK 1: MEETINGS AND COORDINATION**

For this task, we have included an allowance for our attendance at a reasonable number of meetings and calls to coordinate and convey details of the design effort.

### **TASK 2: ISOLATION DESIGN**

We propose to subcontract the detailed design of each isolation pad to Scott Campbell. Scott will design the pads in coordination with you and LeMessurier, including any lateral restraint devices (if needed), and provide sketches showing design intent. We expect to provide some coordination during the process.

### **TASK 3: PRODUCT PERFORMANCE SPECIFICATION**

We propose to provide a product performance specification for the isolation material(s) that can be used for verification by the selected vendor. We expect to work together with Scott Campbell to develop the specification document.

### **TASK 4: POST-INSTALLATION MEASUREMENTS**

After the isolation pads have been installed, we propose to visually check each installation and measure the performance of the installed isolation pads during train passes. We will submit our results in a letter report.

## **COST PROPOSAL**

We propose to perform the above-outlined work on a Fixed Fee basis in accordance with the attached Terms and Conditions or other mutually agreeable terms. The approximate costs, including ODCs, are as follows:

Task	Description	Scott Campbell	Acentech
1	Meetings and Coordination		\$ 4,000
2	Isolation Design	\$25,000	\$ 3,000
3	Performance Specification	\$ 2,500	\$ 300
4	Post-installation measurements		\$ 6,000
	Total	\$27,500	\$13,300

If you find this proposal acceptable you may authorize our services by issuing a purchase order that references this proposal 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 617-499-8044 with any questions or comments. We look forward to hearing from you and to the opportunity to work with you on this project.

Sincerely,



Marc S. Newmark  
Principal Consultant

CC: Jonah Sacks, Acentech  
Jeff Zapfe, Acentech

Encl: Acentech Standard Terms and Conditions

ACCEPTED for William Rawn Associates, Architects Inc. By (Signature): _____ Title: _____ Date: _____
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## 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.