



TOWN of BROOKLINE

Massachusetts

BUILDING DEPARTMENT

Daniel Bennett
Building Commissioner

TO: Selectboard

FROM: Ray Masak, PE Project Manager

SUBJECT: Brookline High School- Amendment 9
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 \$70,500.

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 redesign the MBTA/ Cypress Entry Plaza based on commuter input. Refer to the Rawn 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.

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
 \$70,500.00

BUDGET 14,838,648.00
 BALANCE 8,604,911.22

FUND	ORGANIZATION	ACTIVITY	OBJECT
	2594C204		524003

FOR: Brookline High School Expansion

Amendment	Date	
9	5/28/2019	MBTA/Cypress Building Entry Plaza Expansion Re-design

AMOUNT
 \$70,500.00

BUILDING COMMISSION

APPROVAL OF:

Janet Flerman
 Janet Flerman, 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

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

~~April 15, 2019 (Formerly CA #7)~~

Revised: May 28, 2019

Project Name: Brookline High School Expansion Project
Re: Contract Amendment #9

Additional Service Proposal for: MBTA / Cypress Building Entry Plaza Expansion Re-design

Dear Ray,

At the request of the Town of Brookline we are re-submitting this additional service proposal for the following scope of work:

Scope #1: MBTA / Cypress Building Entry Plaza Expansion and Re-Design

The Town of Brookline Transportation Board and School Committee, in response to feedback from MBTA commuters, eliminated Town parking spaces in order to expand the MBTA plaza to allow for more direct lines of pedestrian travel from Cypress Field to Brookline Hills Station. As a result of this program revision the design team will provide the following additional services:

- Additional Design & Documentation Effort
 - Create schematic design level plaza design options for 5/9 meeting with Parks and Open Space
 - Refine preferred option and present to Parks and Open Space
 - Revise construction documents per approved design
 - Value management
 - Incorporate future MBTA platform elevation increase of 6" into the design.
 - Revise MBTA easement documentation

- Additional Meetings
 - Public meeting with commuters (Attendees: WRA)
 - March 27, 2019
 - Present plaza design options to Parks and Open Space + Weston / Sampson (Attendees: WRA/LB)
 - April 25, 2019


- May 9, 2019
- June 6, 2019
- Future meeting TBD
- MBTA Plaza Design / Coordination meetings (Attendees: AECOM, WRA, Nitsch, Lemonbrooke)
 - April 25, 2019
 - June 2019 (mtg date TBD)
- Plaza Re-Design Meeting with the MBTA (Attendees: WRA / AECOM / LB)
 - June 2019 (mtg date TBD)

<i>William Rawn Associates:</i>	<i>\$10,000</i>
<i>Lemonbrooke:</i>	<i>\$45,000</i>
<i>Nitsch Engineering:</i>	<i>\$10,000</i>
<i>WRA Admin (10%):</i>	<i>\$5,500</i>
<i>Total:</i>	<i>\$70,500</i>

Total Additional Service Fee: \$70,500

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

Regards,



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

Attachments:

- *Lemonbrooke Proposal dated April 15, 2019 (Revised May 22, 2019)*
- *Nitsch Proposal dated April 19, 2019*

ATTACHMENT F

CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. 9 _____

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 May 28, 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:

Fee for Basic Services:	Original Contract*	After this Amendment:
		Amendment fee: \$70,500
Feasibility Study Phase	\$ _____	\$ _____
Schematic Design Phase	\$ _____	\$ _____
Design Development Phase	\$ _____	\$ _____
Construction Document Phase	\$ _____	\$ _____
Bidding Phase	\$ _____	\$ _____
Construction Phase	\$ _____	\$ _____
Completion Phase	\$ _____	\$ _____
*Includes previous Amendments		
Total Fee	<u>\$13,487,058.00</u>	<u>\$13,557,558.00</u>

This Amendment is a result of: Additional design and engineering services required to incorporate the expansion of the Brookline Hills MBTA plaza into the current landscape design.

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 5.28.19 _____

BHS EXPANSION

Contract Amendment #9

WRA WORK PLAN

28-May-19

Design Coordination Meetings with Parks and Open Space

Tasks

Review plaza design plans and meeting materials

Attend meetings: 4 meetings (4/25, 5/9, 6/6, TBD)*

Meeting Minutes

Project Management

Name	Hours	Rate	Total
Project Mgr	13	\$ 266	\$ 3,458
Design Princ.	3	\$ 293	\$ 879
			\$ 4,337

*WRA attended 1hr of the 5/9 meeting

Additional Design Coordination Meetings with AECOM / Lemonbrooke / Nitsch

Tasks

Participate in 3 design coordination meetings

Name	Hours	Rate	Total
Project Mgr	6	\$ 266	\$ 1,596
			\$ 1,596

May 1, 2019 - Attend Parks and Open Space Cypress Field Public Meeting

Tasks

Attend Public Meeting

Name	Hours	Rate	Total
Project Mgr	5	\$ 266	\$ 1,330
			\$ 1,330

March 27, 2019 - MBTA Plaza Commuter Feedback Meeting

Tasks

Attend Public Meetings

Meeting Preparation

Name	Hours	Rate	Total
Design Princ.	1.5	\$ 293	\$ 440
Project Mgr	1.5	\$ 266	\$ 399

\$ 839

June 2019 (tbd) - MBTA plaza re-design presentation to the MBTA

Tasks

Attend Public Meetings

Meeting Preparation

Name	Hours	Rate	Total
Design Princ.	3	\$ 293	\$ 879
Project Mgr	8	\$ 266	\$ 2,128
			\$ 2,128

June 2019 (tbd) - Additional Transportation Board Meeting

Tasks

Attend Public Meetings

Meeting Preparation

Name	Hours	Rate	Total
Design Princ.	3	\$ 293	\$ 879
Project Mgr	7	\$ 266	\$ 1,862
			\$ 1,862

Revise Easement Documentation

Tasks

Conference calls with Hill + Feldman

Updated easement diagrams for Hill & Doug McGarragh

Coordination with Feldman

Name	Hours	Rate	Total
Design Princ.	0	\$ 293	\$ -
Project Mgr	11	\$ 266	\$ 2,926
			\$ 2,926

Total \$ 15,018

Rounded Total \$ 15,000

\$10,000

Mr. Andy Jonic
Brookline High School – ASR # 1
May 28, 2019
Page 1 of 6

LEMON BROOKE

56DW Inthrop St Concord MA 01742
T 978.22.3700

April 15, 2019 (Revised May 22, 2019)

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

RE: Brookline High School – Additional Service Request # 1 (ASR #1) for Landscape Architectural Services Cypress Field Design Coordination and MBTA Plaza Expansion

Dear Mr. Jonic:

Lemon Brooke LLC (LEMON BROOKE) appreciates the opportunity to re-submit our additional services request for landscape architectural services for the **Brookline High School Project in Brookline, MA**. This proposal sets forth the proposed limit of work, scope of services, schedule, deliverables and fees. Please consider this request for the following reasons:

- This work is out of normal project sequence. We had already confirmed the work during the Program Verification Phase. The new work requires the design team to return to schematic design phases of work for the Tappan streetscape and MBTA plaza areas; discarding previous schematic design and construction drawing work.
- The work area is expanded to convert an existing and previously approved/designed parking lot to multi-purpose plaza. The area of the plaza is newly added to LemonBrooke's scope of work.
- The level of complexity and detailing for a public plaza is expanded beyond the scoping phase of work as agreed to in the Program Verification Phase;
- Coordination and meetings with Cypress Field designers;
- Additional public and agency meeting(s) related to collaboration between the high school and adjacent Cypress Field project.

Scope of Service

LEMON BROOKE will provide Landscape Architectural services for the additional landscape portions of the project as illustrated and described in **Attachment A "Limit of Work"**. Scope of work includes:

Area A: Replacement of Parking lot with new Plaza

- Coordinated design with Cypress Field Design
- Expanded at Owner Request
- Revised and expanded pedestrian access points

Area B: Cypress Field Design Coordination

- Tappan Gym Bicycle Parking addition
- Tappan Gym and UAB seating area additions

- Tappan St and Cypress St corner expansion

1. Schematic Design (Fixed Scope and Fee):

LEMON BROOKE will undertake Schematic Design for areas A and B. Tasks include:

1. Review adjacent Cypress Field design plans and any other project data supplied by the adjacent Field project team to understand the proposed program and design detailing.
2. Collaborate with the Cypress Field project team to develop concepts for discussion.
3. Collect character images to illustrate and test site concepts.
4. Develop several design directions, then narrow them to a preferred design direction based on comments from the Town, Town Committees, and Cypress Field project team
5. Develop support drawings and diagrams to help convey the design intent.
6. Prepare and participate in School Design Team, Town, Cypress Field project team meetings (assume seven (7) meetings in Boston or Brookline).
7. Prepare and participate in regulatory, agency, and community meetings related to Project coordination with Cypress Field Redesign (assume three (3) meetings in Boston or Brookline).

The products to be produced by LEMON BROOKE for both Area A and Area B will include:

- a. Illustrative site diagrams to analyze relationship with Cypress Field
- b. 3-D modelling for preferred schematic designs (2).
- c. Illustrative landscape concept plans (2).
- d. Update the overall project Illustrative Drawing with the final design (1).
- e. Precedent images to support design intent (1-2 boards).
- f. Value Management (1 round maximum).

2. Construction Documents-Update (Fixed Scope and Fee):

LEMON BROOKE will undertake to revise and add new drawings and specifications to the current Construction Document phase (some drawings are at 60%, others are already in Bidding) based upon the Client's approval of part 1 described above. LEMON BROOKE will coordinate and develop drawings and update/add to the technical section of the specifications for landscape-budget items setting forth in detail the requirements for the construction of the project. In developing Construction Documents and technical sections of specifications, LEMON BROOKE shall endeavor to coordinate and to maintain a construction budget in accordance with the latest construction-budget approved by the Client.

The products to be updated by LEMON BROOKE during Construction Documents are as follows:

60%+ and 100% level of CD work:

1. Demolition plan to be coordinated with Civil Engineer.

60%+ CD level of work only:

1. Layout plan.
2. Materials plan (hardscape and site furnishing).
3. Grading and surface drainage plan for on-site / back of curb areas to be included in LB scope. All subsurface drainage and vehicular areas by Civil Engineer.
4. Planting and soils plan.

5. Details for walls, curbs, site furniture, bollards, fences, guardrails, planting, soils sections, and planter configurations.
6. Details for on-grade paving systems (excluding vehicular pavements by civil engineer).
7. Specifications related to the additional landscape scope of work to be coordinated with architect.
8. Prepare and participate in project team meetings (assume one (1) meetings).
9. Prepare and participate in project reconciliation meetings (assume to be part of base contract)

3. Construction Administration (Fixed Scope and Fee):

During the construction of the project, LEMON BROOKE will attend the preconstruction meeting with the contractor, provide clarifications of the drawings, review submittals, and observe the construction for items included in LEMON BROOKE Construction Documents. The only aspect of the work that is in-addition to base contract work is the added area at the MBTA/Cypress Plaza. If this work is accomplished in the same phase of work as Cypress Building the level of effort may be reduced.

LEMON BROOKE shall make site visits at times appropriate to construction or otherwise approved by the Owner to familiarize itself generally with the progress and quality of construction, and to determine in general if the construction is proceeding in accordance with the design intent and construction documents.

On the basis of its observations while at the site, LEMON BROOKE will keep the construction manager informed of construction progress. LEMON BROOKE may recommend the rejection of work failing to conform to the contract documents.

When related to LEMON BROOKE's scope, LEMON BROOKE shall also undertake:

1. Site observations.
2. Submittal review.
3. Response to RFI's.
4. Construction Document clarification.
5. Routine correspondence.
6. Plant material selection.

4. Assumptions

The scope of services and fees outlined within this proposal are based upon the following assumptions:

1. William Rawn Associates will administer the project, direct LEMON BROOKE's services, define the project schedule, and administer plan-check and bid procedures.
2. Professional third party perspective renderings or models can be provided as an additional service or as an addendum to this contract.
3. All surveys, base information, engineering consulting (structural, civil, electrical geotechnical, mechanical, etc.), site demolition/preparation, site wiring and photometrics, graphic design, security systems, waterproofing and penetrations through waterproofing will be done by others
4. Detailed irrigation design as necessary to be developed after Schematic Design by irrigation consultant.
5. Site signage design by others.
6. LEED calculations and documentation to achieve LEED Platinum Certification as a goal, Silver as a minimum, to be undertaken after Schematic Design as needed in the above scope of work.
7. Pricing by others.

8. This proposal is based upon a continuous sequence of landscape document development for the above scope of work.

II. Fees Terms & Schedule

To undertake the above scope of services, we recommend the following fee budgets to be established:

<i>Phase</i>	<i>Schedule</i>	<i>Professional Services AREA A - Plaza</i>	<i>Professional Services AREA B - Tappan</i>	<i>Estimated Reimbursables</i>
Schematic Design:	2 Months	\$20,000 (Fixed)	\$15,000 (Fixed)	Included
Construction Documents:	7 Months	\$15,000 (Fixed)	\$10,000 (Fixed)	Included
Construction Administration:	TBD	\$15,000 \$10,000	N/A – Already covered in original contract	\$2,000

Should the scope of work or project schedule change significantly from the above, we would revise this contract before starting work; or once work has commenced, provide the additional services via addendum to this contract before proceeding with further work.

Fees will be invoiced monthly on an hourly or percentage-complete-by-phase basis. Reimbursable expenses as set forth in Appendix A, will be included in the fee. Services will be provided and invoiced per the terms of Appendix A (attached).

Billing Rates for additional services shall be provided on an hourly basis as follows:

- Christian Lemon: \$ 150
Principal
- Jennifer Brooke: \$ 150
Principal
- Project Manager: \$ 125
- Designer: \$ 90
- Staff: \$ 75

IV. Authorization

We trust this proposal has provided you with sufficient information. If this proposal is agreeable then with your signature below, this will be our legal working contract. If another form of proposal or contract is necessary, please let us know. We look forward to discussing the project further with you and, if you need additional information or detail, please don't hesitate to contact me.

Sincerely



Christian Lemon, Principal

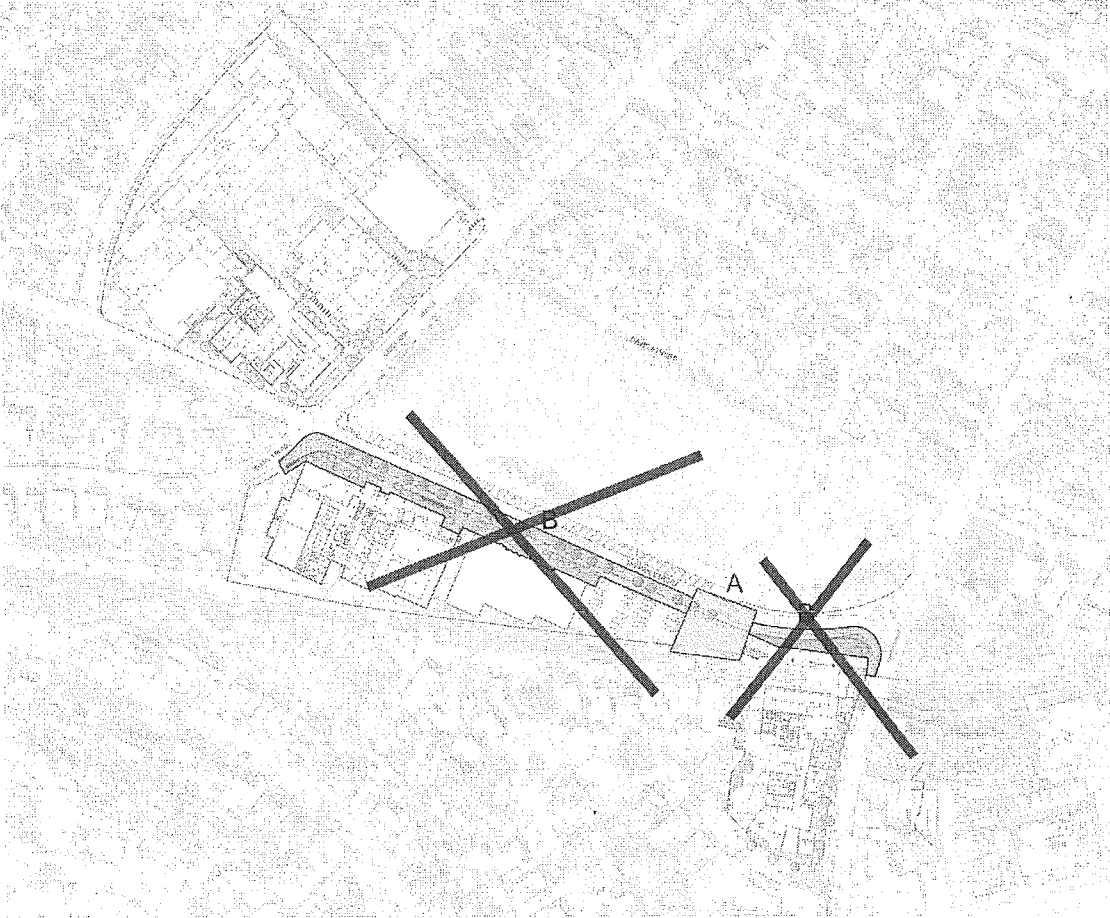
Accepted:

Andy Jonic
William Rawn Associates, Architects Inc.

Date

Attachment: Appendix A (Limit of Work)

ATTACHMENT A – LIMIT OF WORK (in highlighted area)



Summary					
Brookline HS -Lemon Brooke Additional Services					
5/28/2019					
	Production		Meetings		Subtotals
	Area A Plaza	Area B Tappan & UAB	Area A Plaza	Area B Tappan & UAB	
Schematic and DD	\$ 8,238.00	\$ 7,614.00	\$ 12,713.87	\$ 6,356.93	\$ 34,922.80
CDs to Current CD level	\$ 14,520.00	\$ 8,488.00	\$ 1,369.80	\$ 1,369.80	\$ 25,747.60
Construction Administration*	\$ 17,000.00	\$ -	\$ -	\$ -	\$ 17,000.00
Total					\$ 77,670.40
*Additional Area of work					

\$50,000

Production

Brookline HS -Lemon Brooke Additional Services

5/28/2019

Schematic Design	Blended Work		
	Work Hours	Rate	Subtotal
Design 1 at Plaza*	48	\$ 104.00	\$ 4,992
Design 2 at Plaza*	24	\$ 104.00	\$ 2,496
Design 1 at Tappan & UAB*	48	\$ 104.00	\$ 4,992
Design 2 at Tappan & UAB*	18	\$ 104.00	\$ 1,872
Value Management	12	\$ 125.00	\$ 1,500
Schematic + DD Subtotal			\$ 15,852

* Sketches, plans, 3-D sketches

Constuction Documents to Current Level	Blended Work		
	Work Hours	Rate	Subtotal
Area A - Plaza			
Grading	36	\$ 104.00	\$ 3,744
Layout	18	\$ 104.00	\$ 1,872
Materials	36	\$ 104.00	\$ 3,744
Details	40	\$ 104.00	\$ 4,160
Value Management	8	\$ 125.00	\$ 1,000
			\$ 14,520
Area B Tappan, UAB (Materials and Grading)			
Grading (2 sheets)	12	\$ 104.00	\$ 1,248
Layout (2 sheets)	12	\$ 104.00	\$ 1,248
Materials (2 sheets)	24	\$ 104.00	\$ 2,496
Details (1 add'l sheet)	24	\$ 104.00	\$ 2,496
Value Management	8	\$ 125.00	\$ 1,000
			\$ 8,488
CDs Subtotal			\$ 23,008

Meetings

Brookline HS -Lemon Brooke Additional Services
5/28/2019

Schematic Design	Completed	#	cost/meeting	Subtotal	Directs	Total
Meetings with P&OS staff	2	4	\$ 2,690	\$ 10,758	\$ 200	\$ 10,958
Meetings with AECOM*	1	2	\$ 622	\$ 1,243	\$ 200	\$ 1,443
Meetings with MBTA*	0	1	\$ 1,449	\$ 1,449	\$ 100	\$ 1,549
Public meetings	1	3	\$ 1,657	\$ 4,970	\$ 150	\$ 5,120
Meeting Subtotal		10				\$ 19,071

* Assumes presentations are largely prepared for P&OS Staff meetings

Construction Documents	#	cost/meeting	Subtotal	Directs	Total
Meetings with P&OS staff - Coordination	1	\$ 2,690	\$ 2,690	\$ 50	\$ 2,740
Meetings with AECOM*	0	\$ 622	\$ -	\$ -	\$ -
Meetings with MBTA &/OR AECOM*	0	\$ 1,449	\$ -	\$ -	\$ -
Public meetings P&OS or other*	0	\$ 1,657	\$ -	\$ -	\$ -
Meeting Subtotal					\$ 2,740

* Assumes CD level meetings are included in base contract



Nitsch Engineering

2 Center Plaza, Suite 430
Boston, MA 02108-1928
T: 617-338-0063
F: 617-338-6472
www.nitscheng.com

April 19, 2019

Mr. Erik Tellander
Senior Associate
William Rawn Associates
10 Post Office Square, Suite 1010
Boston, MA 02109

RE: Nitsch Proposal #12331.P
Brookline High School
Civil Engineering Services
Additional Services – Cypress Entry
Plaza Redesign

Dear Erik,

Nitsch Engineering is pleased to submit this Additional Services proposal to you (the Client) for professional civil engineering services associated with redesign of the Cypress Entry Plaza adjacent the proposed building located off Tappan Street in Brookline, Massachusetts. This letter summarizes our scope and fee for the Additional Services. Work Not Included and Assumptions shall be as described in the Executed Agreement dated July 31, 2018.

SCOPE OF ADDITIONAL SERVICES

Nitsch Engineering will provide professional civil engineering services to accomplish the following task:

CONSTRUCTION DOCUMENTS

Nitsch Engineering will prepare Construction Documents setting forth the requirements for construction of the site improvements for the project based on the site layout provided by the Client:

1. Design the layout and grading of the vehicular pavement of Cypress Entry Plaza;
2. Design the site utilities (i.e. water, sewer, and drainage) and the stormwater management system. Coordinate the design of the stormwater management systems with the Landscape Architect;
3. Prepare the Site Utility Demolition Plan, Vehicular Pavement Layout and Grading Plan, Site Drainage and Utility Plan, and Civil Detail Sheet(s);
4. Prepare the Division 31-33 Technical Specifications for the sitework associated with Nitsch Engineering's design elements;
5. Submit the Draft Construction Documents and Final Construction Documents at the 50% and 100% stages of completion;
6. Review the cost estimate provided by the Client relative to Nitsch Engineering's design elements; and
7. Consult with the Client and the Client's consultants to coordinate Nitsch Engineering's services.

Mr. Erik Tellander: Nitsch Proposal #12331.P (Additional Services)
April 19, 2018
Page 2 of 2

COMPENSATION

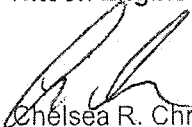
Compensation for the Additional Services provided will be in accordance with the Standard Contract Terms of Nitsch Engineering's executed agreement with the Client, dated August 16, 2017. The costs for these services are **\$10,000** and will be billed on a lump-sum basis. Costs will not be incurred by Nitsch Engineering beyond this amount without verbal approval from the Client. Expenses are included in the above-listed fees.

Should the conditions of this Additional Services proposal meet with your approval, please sign and return this Additional Services proposal to us for our files. If Nitsch Engineering is authorized to commence and/or continue providing its services on the project, either verbally or in writing, prior to the full execution of a written contract, such authorization will be deemed an acceptance of this Additional Services proposal, and all such services will be provided and compensated for in accordance with the terms and conditions contained herein as though this Additional Services proposal were fully executed by the Client.

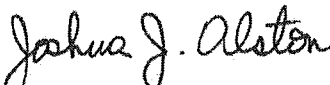
If you have any questions, please call.

Very truly yours,

Nitsch Engineering, Inc.


Chelsea R. Christenson, PE, CPSWQ, LEED AP BD+C
Project Manager

Approved by:


Joshua J. Alston, PE, LEED AP BD+C
Risk Manager

CRC/mma

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CLIENT AUTHORIZATION

This Additional Services proposal is hereby accepted by the Client as evidenced by the execution hereof, and such a person so executing the same on behalf of the Client does hereby warrant full authority to act for, in the name of, and on behalf of the Client.

Such acceptance provides full authorization for Nitsch Engineering to proceed with providing the Scope of Additional Services under the terms and conditions stated herein.

Signature

Date

Printed Name and Title