

TOWN OF BROOKLINE

331 Washington Street, Brookline, MA 02445

PURCHASE ORDER CHANGE FORM

INVOICE DATE; 05-Apr-24

TO: Gilbane Building Company  
7 Jackson Walkway  
Providence RI 02903

Purchase Order Number

22009076

Vendor Number

1299

PAYMENT AMOUNT

\$9,689.00

BUDGET \$99,625,207.00  
BALANCE \$62,017,208.54

FUND	ORGANIZATION	ACTIVITY	OBJECT
	2594C210		6C0002

FOR: Driscoll School Renovation

Change Order #	Date	
37	4/4/2024	Various Changes to Contract Work

AMOUNT  
\$9,689.00

BUILDING COMMISSION

APPROVAL OF:

Janet Flanagan, Chairman

George Cole

Karen Breslawski

Nathan E. Peck

Brooke Duskin

BOARD OF SELECTMEN

APPROVAL OF:

Charles Carey, Town Administrator

Bernard Greene, Chairman

Michael Sandman

John VanScoyoc

Miriam Aschkenasy

Paul Warren

SCHOOL COMMITTEE

APPROVAL OF:

Deputy Superintendent For Administration and Finance

4/2/24

Driscoll School Project  
Change Order #37 Summary

<u>Change Proposal Number</u>	<u>Change Value</u>
ATP-335R, RFI 722 Drainage Structure Conflict with Footing & Walls	\$5,530.00
ATP-381R1, CCD 16 Generator Start Stop Output Signal from BMS	\$2,042.00
ATP-402, CCD 6R Delegated Design Cost for Stair 1 Interruption Wall	\$2,117.00
<b>Total Change Order Value</b>	<b>\$9,689.00</b>

ATP-335R, RFI 722 Drainage Structure Conflict with Footing & Walls \$5,530.00  
Modifications to the north ramp to avoid potential conflict with a gas line under the sidewalk.

ATP-381R1, CCD 16 Generator Start Stop Output Signal from BMS \$2,042.00  
Owner scope change for additional control and wiring for the Building Management System to allow for weekly scheduling of the emergency generator.

ATP-402, CCD 6R Delegated Design Cost for Stair 1 Interruption Wall \$2,117.00  
Owner scope change for the delegated engineering of a new security wall at the Stair #1 intermediate landing above the 4th level to restrict access to the roof level.

**Owner Change Order (OCO)**



Project Name: Brookline - Driscoll  
School  
Gilbane Project No.: J08864.000

OCO:OCO-0037

PCI:OS-00301, OS-00335, OS-00357

Alternate Tracking #:

Attention:  
Owner: Town of Brookline  
Address: 333 Washington Street

Date Issued: 04/04/2024

Brookline, MA 02445 US  
Architect: Jonathan Levi Architects LLC, Mark Warner

# 37  
CO For  
9689

The Contract changes as follows:

Scope Of Changes: OCO 37 Misc. Changes

Description: April Change Order for ATPs 335, 381, & 402

**Attachments:**

Number	Title	PCI	Change Date	Revision
00000001	OCO 37 Backup.pdf		04/03/2024	

Job	PCI Code	Phase Code	Description	Subcontractor	Basis	Amount	ATP
J08864.000		01.02A.030000.F	Cast-In-Place Concrete	Marguerite Concrete Contractors, Inc	Final	\$5,031.00	ATP-0335
J08864.000		99.970.950050.Z	Gen & Excess Liability Insurance		Final	\$145.00	ATP-0335
J08864.000		99.970.997000.Z	Performance & Payment Bond		Final	\$31.00	ATP-0335
J08864.000		99.975.996000.Z	Subcontractor Default Insurance		Final	\$60.00	ATP-0335
J08864.000		99.999.999000.Z	Fee		Final	\$263.00	ATP-0335
TOTAL FOR PCI No. OS-00301						\$5,530.00	

J08864.000		01.05B.050000.X	Misc. and Ornamental Metals	United Steel, Inc.	Final	\$1,949.00	ATP-0402
J08864.000		99.970.950050.Z	Gen & Excess Liability Insurance		Final	\$55.00	ATP-0402
J08864.000		99.970.997000.Z	Performance & Payment Bond		Final	\$12.00	ATP-0402
J08864.000		99.975.996000.Z	Subcontractor Default Insurance		Final	\$ .00	ATP-0402
J08864.000		99.999.999000.Z	Fee		Final	\$101.00	ATP-0402
TOTAL FOR PCI No. OS-00335						\$2,117.00	
J08864.000		01.23A.230000.TC	HVAC	Patrick J Kennedy & Sons Inc	Final	\$1,881.00	ATP-0381
J08864.000		99.970.950050.Z	Gen & Excess Liability Insurance		Final	\$53.00	ATP-0381
J08864.000		99.970.997000.Z	Performance & Payment Bond		Final	\$11.00	ATP-0381
J08864.000		99.975.996000.Z	Subcontractor Default Insurance		Final	\$ .00	ATP-0381
J08864.000		99.999.999000.Z	Fee		Final	\$97.00	ATP-0381
TOTAL FOR PCI No. OS-00357						<del>\$2,042.00</del>	

Submitted Amt:

**\$9,689.00**

OK

Signature of the Owner indicates agreement herewith, including any adjustment in the Contract Sum or the Contract Time

The Original Contract price was	\$94,298,030.00
Net change by previously authorized Change Orders	\$7,215,103.20
Contract Price prior to this Change Order	\$101,513,133.20
Contract Price will be changed by this Change Order in the Amount	\$9,689.00
The new Contract Price including this Change Order will be	\$101,522,822.20
The Contract Time will be changed by	0
The date of Substantial Completion for construction as of the date of this Change Order therefore is	08/14/2024

Gilbane Building Company

Gilbane Building Company

Signed: 4/4/2024 9:53:07 AM Eastern Standard Time - By: Nathan Burnham (Sr Project Executive )

Gilbane Building Company: 10.41.25.140

Jonathan Levi Architects LLC

DocuSigned by:

By: Carol Harris

Title: Project Manager

Company: Jonathan Levi Architects

Date: 4/4/2024

Printed Name: Carol Harris

LeftField, LLC

DocuSigned by:

By: Lynn Stapleton

Title: OPM

Company: LeftField

Date: 4/4/2024

Printed Name: Lynn Stapleton

Town of Brookline

By:

Title:

Company:

Date:

Printed Name:



**Gilbane Building Company**  
**Authorization To Proceed**


**CONTRACT FOR:** Brookline - Driscoll School  
**OWNER:** Town of Brookline  
**ADDRESS:** 333 Washington Street  
 Brookline, MA, 02445

**ARCHITECT:** Jonathan Levi Architects LLC, Mark Warner

**PROJECT NUMBER:** J08864.000  
**ATP NO:** ATP-0335  
**ATP VERSION:** 0  
**DATE OF ISSUANCE:** 08/01/2023  
**SUBMITTED BY:** Gilbane Building Company  
**ALTERNATE TRACKING #:**

The Contract Documents are hereby amended to include the additional Work described below, which is outside of the current scope of the Work and constitutes a change.

**Upon Owner approval,** Gilbane Building Company **will proceed with the Work promptly.**

Costs as incurred are in addition to the current contract Sum and will be invoiced and paid on a monthly basis and identified as separate items within the requisition. Once final cost of the Work involved and change in Sum and Time (if any) are fully determined, it will be submitted for inclusion in a final Change Order adjusting the Contract Sum and/or Time.

**TITLE:** RFI #722- Drainage Structure Conflict with Footing & Walls

**DESCRIPTION:** This ATP represents the cost associated with cutting the footing rebar, cutting the wall rebar, and forming the walls around the drainage structures that are in conflict with the north ramp, per RFI 722.

**Attachments:**

Number	Description:	PCI Number	Change Date	Revision
00000001	ATP-335R Backup.pdf		01/16/2024	

The Following information is provided by Gilbane Building Company  
**Method of determining change in Contract:**

☒ Guaranteed Maximum Price ☐ Cost Plus Fee ☐ Unit Price ☐ Lump Sum  
☐ Other

**Change In Contract Sum**  
 Dollar Amount: \$5,530.00

☒ Fixed ☐ Maximum ☐ Estimated ☐ Time and Material

**Change In Contract Time**  
 Time (Days): TBD

☒ Fixed ☐ Maximum ☐ Estimated

Job	PCI No.	Description	Phase Code	SubContractor	Amount	Accept?
J08864.000	OS-00301	Cast-In-Place Concrete	01.02A.030000.F	Marguerite Concrete Contractors, Inc	\$5,031.00	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**Owner Change Order (OCO)**

Project Name: Brookline - Driscoll  
School

Gilbane Project No.: J08864.000

OCO: OCO-0037

PCI: OS-00301, OS-00335, OS-00357

Alternate Tracking #:

Attention:  
Owner: Town of Brookline  
Address: 333 Washington Street

Date Issued: 04/04/2024

Brookline, MA 02445 US  
Architect: Jonathan Levi Architects LLC, Mark Warner

The Contract changes as follows:

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Description: April Change Order for ATPs 335, 381, & 402

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Job	PCI Code	Phase Code	Description	Subcontractor	Basis	Amount	ATP
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J08864.000		99.970.997000.Z	Performance & Payment Bond		Final	\$31.00	ATP-0335
J08864.000		99.975.996000.Z	Subcontractor Default Insurance		Final	\$60.00	ATP-0335
J08864.000		99.999.999000.Z	Fee		Final	\$263.00	ATP-0335
TOTAL FOR PCI No. OS-00301						\$5,530.00	



Signature of the Owner indicates agreement herewith, including any adjustment in the Contract Sum or the Contract Time

The Original Contract price was	\$94,298,030.00
Net change by previously authorized Change Orders	\$7,215,103.20
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Gilbane Building Company

Gilbane Building Company

Signed: 4/4/2024 9:53:07 AM Eastern Standard Time - By: Nathan Burnham (Sr Project Executive )

Gilbane Building Company: 10.41.25.140

Jonathan Levi Architects LLC

DocuSigned by:

By: Carol Harris

Title: Project Manager

Company: Jonathan Levi Architects

Date: 4/4/2024

Printed Name: Carol Harris

LeftField, LLC

DocuSigned by:

By: Lynn Stapleton

Title: OPM

Company: LeftField

Date: 4/4/2024

Printed Name: Lynn Stapleton

Town of Brookline

By:

Title:

Company:

Date:

Printed Name:

**Gilbane Building Company**  
**Authorization To Proceed****CONTRACT FOR:** Brookline - Driscoll School  
**OWNER:** Town of Brookline  
**ADDRESS:** 333 Washington Street  
Brookline, MA, 02445**PROJECT NUMBER:** J08864.000  
**ATP NO:** ATP-0335  
**ATP VERSION:** 0  
**DATE OF ISSUANCE:** 08/01/2023  
**SUBMITTED BY:** Gilbane Building Company**ARCHITECT:** Jonathan Levi Architects LLC, Mark Warner**ALTERNATE  
TRACKING #:**

The Contract Documents are hereby amended to include the additional Work described below, which is outside of the current scope of the Work and constitutes a change.

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**TITLE:** RFI #722- Drainage Structure Conflict with Footing & Walls**DESCRIPTION:** This ATP represents the cost associated with cutting the footing rebar, cutting the wall rebar, and forming the walls around the drainage structures that are in conflict with the north ramp, per RFI 722.**Attachments:**

Number	Description:	PCI Number	Change Date	Revision
00000001	ATP-335R Backup.pdf		01/16/2024	

The Following information is provided by Gilbane Building Company

**Method of determining change in Contract:**☒ Guaranteed Maximum Price  
☐ Other☐ Cost Plus Fee☐ Unit Price☐ Lump Sum**Change In Contract Sum**

Dollar Amount: \$5,530.00

☒ Fixed☐ Maximum☐ Estimated☐ Time and Material**Change In Contract Time**

Time (Days): TBD

☒ Fixed☐ Maximum☐ Estimated

Job	PCI No.	Description	Phase Code	SubContractor	Amount	Accept?
J08864.000	OS-00301	Cast-In-Place Concrete	01.02A.030000.F	Marguerite Concrete Contractors, Inc.	\$5,031.00	<input checked="" type="radio"/> Yes <input type="radio"/> No

Gilbane Building Company

Gilbane Building Company	
Signed: 1/16/2024 12:10:48 PM Eastern Standard Time - By: Douglas Murphy (Project Executive )	
Gilbane Building Company: 10.126.8.55	

Jonathan Levi Architects LLC

DocuSigned by:	
Carol Harris	
By:	AF1EA2FE15C445D...
Title:	Project Manager
Company:	Jonathan Levi Architects
Date:	1/29/2024
Printed Name:	Carol Harris

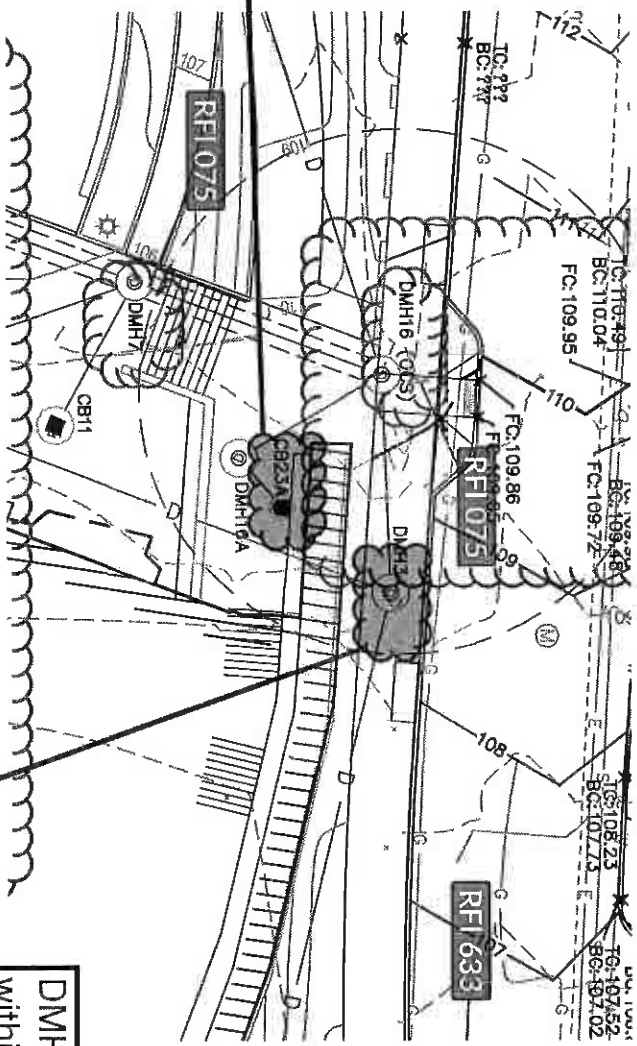
LEFTFIELD, LLC

DocuSigned by:	
Lynn Stapleton	
By:	368F4376FA60451...
Title:	OPM
Company:	LeftField
Date:	1/29/2024
Printed Name:	Lynn Stapleton

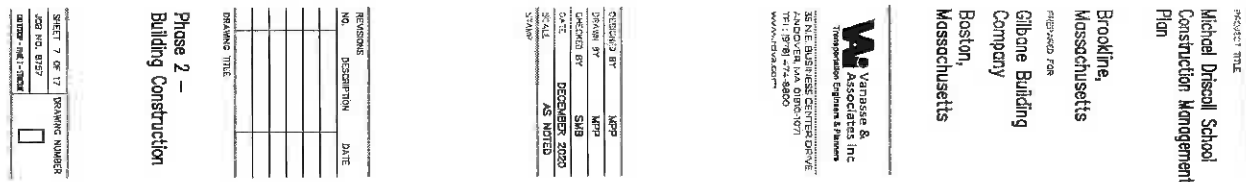
Town of Brookline

DocuSigned by:	
Lap Yan	
By:	F25B800347DD4B5...
Title:	Director of Capital Construction
Company:	Town Of Brookline BLDG Dept
Date:	3/7/2024
Printed Name:	Lap Yan

CB23A was installed per the location shown in Contract Drawing C-3.2.



DMH-3 was required to shift within the site fence during deep drain install. JLA comments regarding the SOE are acknowledged but the location of the SOE was dictated by the Project requirement for the Westbourne Terrace sidewalk to remain open during Construction.



ATP-335 previous  
Emails for reference

Murphy, Douglas J.

**From:** Mark Warner <mwarnar@leviarc.com>  
**Sent:** Wednesday, September 6, 2023 12:53 PM  
**To:** Hannula, Robert  
**Cc:** Carol Harris; Lynn Stapleton; adeschenes@leftfieldpm.com; akeane@leftfieldpm.com; Heiberger, William; Hennigan, Thomas; Murphy, Douglas J.  
**Subject:** Re: ATP-335 RFI #722- Drainage Structure Conflict with Footings and Walls

[EXTERNAL]

Robert -

I don't agree that this is a design error. The DMH 3 was moved for support of excavation and the SOE submittal did not indicate the ramp location conflict. I agree that the CB23A was shown adjacent to the planting strip of the ramp graphically, however, the structure location could have been adjusted by a few feet. It's not clear that the filed verification of the located structures was taken into account for the ramp shop drawings as neither submittal for the ramp indicated any conflict.

Thanks,  
Mark

On Wed, Sep 6, 2023 at 10:34 AM Hannula, Robert <RHannula@gilbaneco.com> wrote:

Carol,

CB23A, the southern structure impacted by the ramp, has not changed location and the SOE did not impact the location.

DMH 3, the northern structure, shifted south before the SOE was designed. It was moved due to the impact it would have had on the existing retaining wall, and the installation would have undermined the existing sidewalk and a portion of Westbourne Terrace that needed to remain active. This would have had a larger impact.

Please see ATP-335 for resubmittal.

Thanks,

---

Robert Hannula | Project Engineer II | Gilbane Building Company

M: (339) 222-8337

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**From:** Carol Harris <charris@leviarc.com>  
**Sent:** Wednesday, August 16, 2023 1:43 PM  
**To:** Hannula, Robert <RHannula@GilbaneCo.com>



Date: 7/31/2023  
Revised:

Project Name: Michael Driscoll School  
Project No: J08864

### Change Summary

Change Number: OS-301  
Description: RFI #722- Drainage Structure Conflict with Footing and Wall at Ramp

Bid Package / Scope of Work	Subcontractor	Cost
02A Abatement / Demolition	American Environmental	\$0.00
03A Concrete	Marguerite Concrete, Inc.	\$5,031.00
05A Structural Steel	SuperMetal Structures Inc.	\$0.00
06A Millwork	Polybols	\$0.00
07C Metal Panels	Salem Glass Company	\$0.00
07D Spray Fireproofing	Ricmor Construction, Inc.	\$0.00
08A Storefront	Salem Glass Company	\$0.00
08C Doors, Frames, and Hardware	Kanco Supply Corp. of Boston	\$0.00
09A Drywall & General Trades	Central Ceilings, Inc.	\$0.00
09F Wood Athletic Flooring	JJ Curran	\$0.00
09G Resinous Floors	Stonhard	\$0.00
09H Carpeting	Capital Carpet & Flooring Specialists	\$0.00
10A Specialties	Managanaro	\$0.00
10B Signage	Metro Signs	\$0.00
10C Overhead Doors	Baron	\$0.00
11A Theater Lighting	Barbazan	\$0.00
11B Gym Equipment and Bleachers	The Pappas Co.	\$0.00
11C Food Service Equipment	Kitteridge Equipment Company, Inc.	\$0.00
12B Window Treatments	Walker Specialties	\$0.00
31A Site Enabling	J. Derenzo Co.	\$0.00
32A Landscaping	Brightview	\$0.00
Subguard Insurance (CDI)	1.20%	\$60.00
<b>Subcontractor Total</b>		<b>\$5,091.00</b>

Bid Package / Scope of Work	Trade Contractor	Cost
04A Masonry	Fernandes Masonry, Inc.	\$0.00
05B Miscellaneous & Ornamental Iron	United Steel, Inc.	\$0.00
07A Waterproofing and Caulking	Armani Restoration, Inc.	\$0.00
07B Roofing and Flashing	J.D. Rivet & Co. Inc.	\$0.00
08B Glass and Glazing	Kapiloff's Glass, Inc.	\$0.00
09B Resilient Flooring	CJM Services, Inc.	\$0.00
09C Tile	Pavillion Floors, Inc.	\$0.00
09D Painting	Color Concepts Inc.	\$0.00
09E Acoustical Ceiling Tile	The Cheviot Corporation	\$0.00
14A Elevator	Delta Elevator Service Corp.	\$0.00
21A Fire Protection	Johnson Controls Fire Protection LP	\$0.00
22A Plumbing Enabling.	Patrick J. Kennedy & Sons, Inc.	\$0.00
23A HVAC	Patrick J. Kennedy & Sons, Inc.	\$0.00
26A Electrical	Wayne J Griffin Electric, Inc.	\$0.00
Bond (included in above cost)		
<b>Trade Contractor Total</b>		<b>\$0.00</b>

Subcontractor/Trade Contractor Total	-	\$5,091.00
General Conditions		\$0.00
CM Bond	0.600%	\$31.00
Total CCIP	2.750%	\$145.00
Fee	5.00%	\$263.00
<b>TOTAL</b>		<b>\$5,530.00</b>



**PCO #077**

**Gilbane Building Company**  
10 Channel Center St Suite 100  
Boston, Massachusetts 02210

**Marguerite Concrete Inc.**  
11 Rosenfeld Drive  
Hopedale, Massachusetts 01747

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE





Project: 21-06-115 - Driscoll School  
64 Westbourne Terrace  
Brookline, Massachusetts 02446

## T&M Ticket #10

Performed on	May 29, 2023	Reference #	Gilbane RFI #722
Location	Westbourne terrace ramp	Ordered by	Lucas Seiferth
Status	Ready For Review		
Description	Cut footing rebar around drainage structures		

### Labor (2)

Employee	Classification	Time Type	Hours
Oleksiy Zhyboyedov (Marguerite Concrete Inc.)	Superintendent	Regular Time	2.0
Joseph Durling	Ironworker Foreman	Regular Time	8.0
			Total: 10.0

### Materials (1)

Material	Description	Unit	Quantity
Band saw blades		ea	2.0
			Total: 2.0

### Attachments



1686144234151.433838\_templImage.jpeg

GILBANE BUILDING COMPANY  
SIGNATURE ACKNOWLEDGES TIME AND  
MATERIALS EXPENDED FOR THE WORK  
BUT DOES NOT CHANGE THE CONTRACTUAL  
OBLIGATIONS OF EITHER PARTY.

PC# 05-301 DATE: 6/21/23

GILBANE:

### Approvals

02

Jun 7, 2023

COMPANY SIGNATURE  
Oleksiy Zhyboyedov  
Marguerite Concrete Inc.

DATE

CUSTOMER SIGNATURE

DATE

### Notes



RFI #722

Gilbane Building Company  
10 Channel Center Street  
Suite 100  
Boston, Massachusetts 02210  
Phone: (617) 478-2981

Project: J08864.000 - Michael Driscoll School - Brookline  
725 Washington Street  
Brookline, Massachusetts 02446

## Drainage Structure Conflict with Footing and Wall at Ramp

<b>TO:</b>	Sue Hulbert (LeMessurier Consultants, Inc.) Mark Warner (Jonathan Levi Architects LLC) James Machek (Jonathan Levi Architects LLC) Carol Harris (Jonathan Levi Architects LLC)	<b>FROM:</b>	Lucas Seiferth (Gilbane Building Company)
<b>DATE INITIATED:</b>	05/13/2023	<b>STATUS:</b>	Closed on 07/19/23
<b>LOCATION:</b>		<b>DUE DATE:</b>	05/18/2023
<b>PROJECT STAGE:</b>		<b>COST CODE:</b>	
<b>SUB JOB:</b>		<b>SCHEDULE IMPACT:</b>	
<b>COST IMPACT:</b>	Yes (Unknown)	<b>SPEC SECTION:</b>	
<b>DRAWING NUMBER:</b>	R8.01	<b>REFERENCE:</b>	
<b>LINKED DRAWINGS:</b>	A590		
<b>RECEIVED FROM:</b>	Oleksiy Zhyboyedov (Marguerite Concrete Contractors, Inc)		
<b>COPIES TO:</b>			

### Question from Lucas Seiferth (Gilbane Building Company) at 12:53 PM on 05/13/2023

See attached marked up drawings and photo regarding the drainage structure conflict with the wall and footing as shown marked up on R8.01 and A590.

As discussed, below grade, it is structurally acceptable to:

- Cut the footing reinforcing to fit around the DMH. Do not dowl into the DMH.
- Place the wall footing around the DMH.
- Cut the wall reinforcing to fit around the DMH. Do not dowl into the DMH.
- Plane the wall.

Please confirm.

**Attachments:**  
[Drainage Structure Conflict with Footing and Wall at Ramp.pdf](#)

**Official Response:** Carol Harris (Jonathan Levi Architects LLC) responded on Wednesday, May 17th, 2023 at 4:55PM EDT  
Refer to LeMessurier response attached.

**Attachments:**  
[RFI-722 Drainage Structure Conflict with Footing and Wall at Ramp\\_RESPONSE.pdf](#)

### All Replies:

#### Response from Carol Harris (Jonathan Levi Architects LLC) at 04:55 PM on 05/17/2023

Refer to LeMessurier response attached.

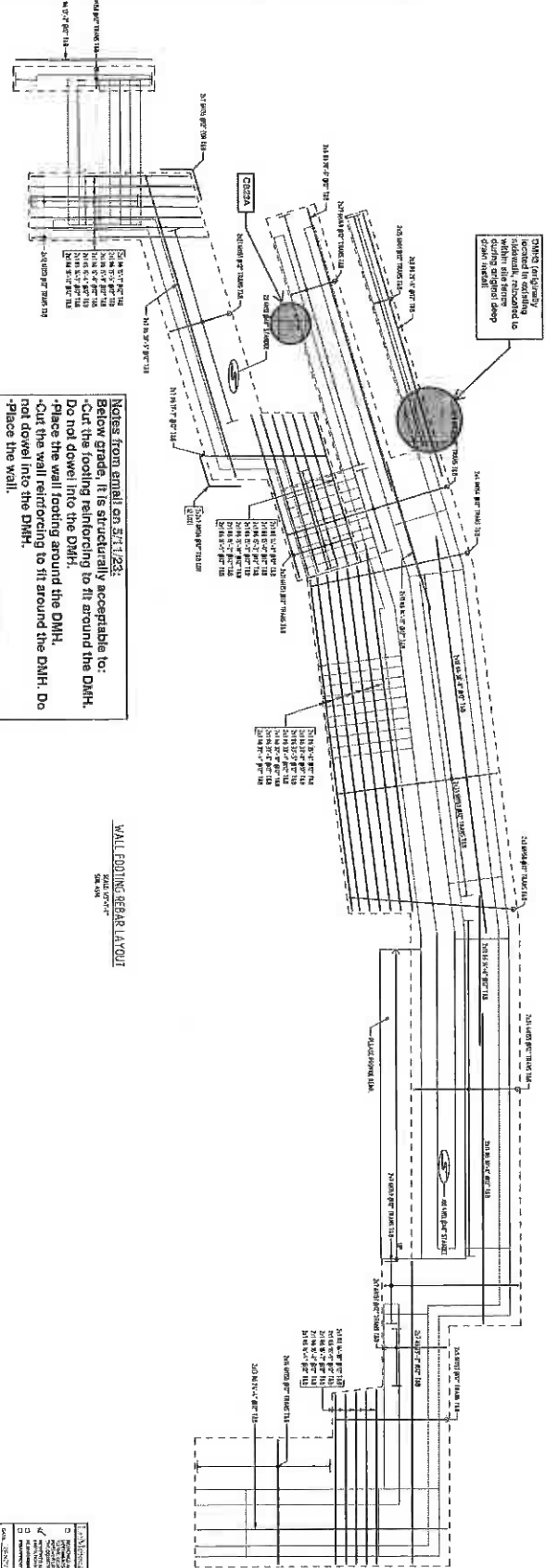
**Attachments:**  
[RFI-722 Drainage Structure Conflict with Footing and Wall at Ramp\\_RESPONSE.pdf](#)

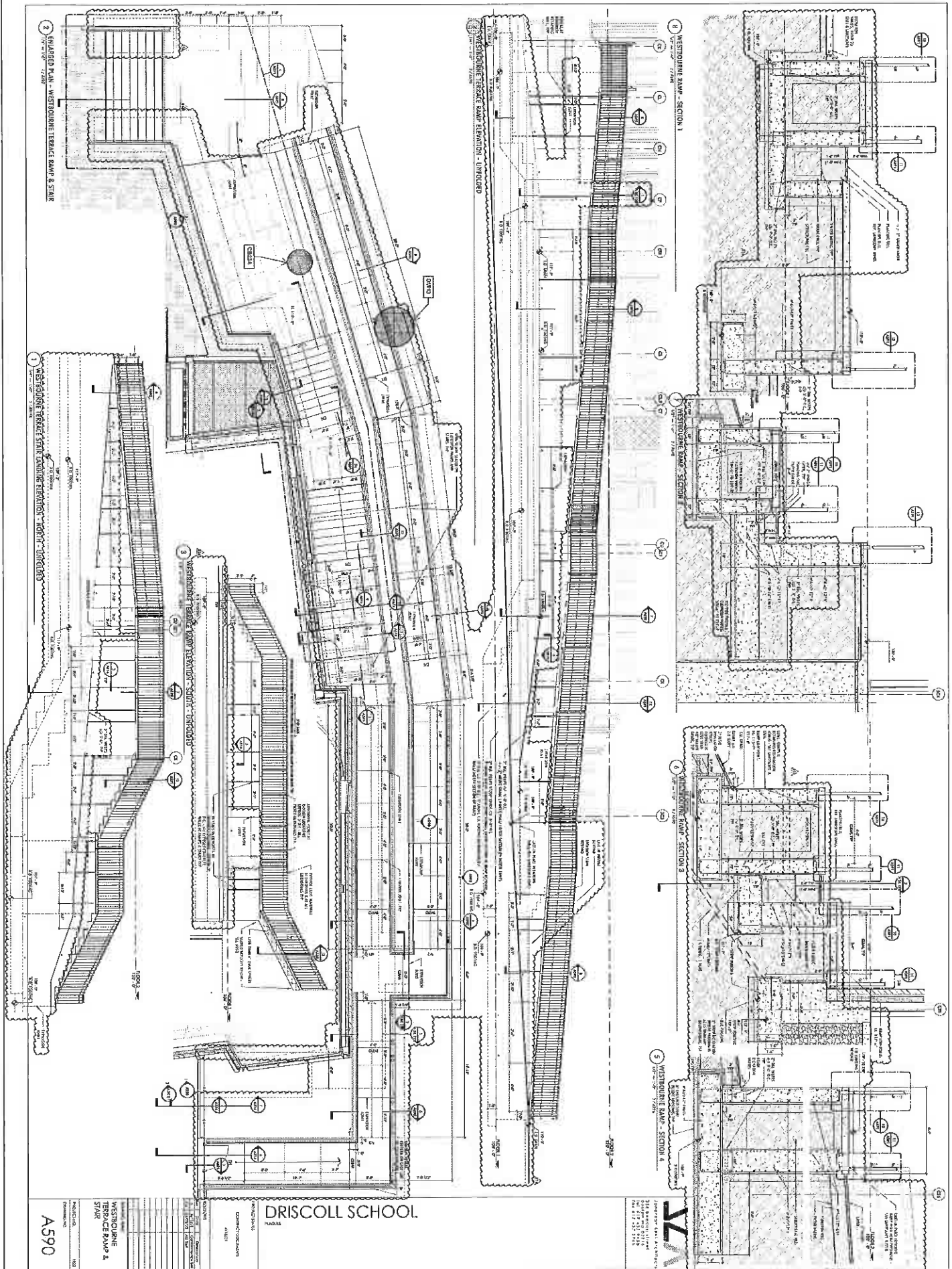
If the information provided in the response to this RFI constitutes a change in contract price or time, the trade contractor shall not proceed with this work unless authorized to do so by the Construction Manager in writing. The trade contractor shall provide the Construction Manager written notice within five (5) working days from receipt of this Request for Information that this RFI constitutes a change, all in accordance with Article 8 of the Contract Agreement. Should no change be required, a no cost change will be issued to you incorporating this RFI into your contract.

BY

DATE

COPIES TO





Job	PCI No.	Description	Phase Code	SubContractor	Amount
J08864.000	OS-00357	HVAC	01.23A.230000.TC	Patrick J Kennedy & Sons Inc	\$1,881.00
J08864.000	OS-00357	Gen & Excess Liability Insurance	99.970.950050.Z		\$53.00
J08864.000	OS-00357	Performance & Payment Bond	99.970.997000.Z		\$11.00
J08864.000	OS-00357	Subcontractor Default Insurance	99.975.996000.Z		\$ .00
J08864.000	OS-00357	Fee	99.999.999000.Z		\$97.00
TOTAL FOR PCI No. OS-00357					\$2,042.00

**Submitted Amt:** \$2,042.00



Date: 3/7/2024  
Revised:

Project Name: Michael Driscoll School  
Project No: J08864

### Change Summary

Change Number: 08-357  
Description: CCD-16 Generator Start Stop Output Signal from BMS

Bid Package / Scope of Work	Subcontractor	Cost
02A Abatement / Demolition	American Environmental	\$0.00
03A Concrete	Marguerite Concrete, Inc.	\$0.00
05A Structural Steel	SuperMetal Structures Inc.	\$0.00
06A Millwork	Polybois	\$0.00
07C Metal Panels	Salem Glass Company	\$0.00
07D Spray Fireproofing	Ricmor Construction, Inc.	\$0.00
08A Storefront	Salem Glass Company	\$0.00
08C Doors, Frames, and Hardware	Kanco Supply Corp. of Boston	\$0.00
09A Drywall & General Trades	Central Ceilings, Inc.	\$0.00
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09G Resinous Floors	Stonhard	\$0.00
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10B Signage	Metro Signs	\$0.00
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11A Theater Lighting	Barbazon	\$0.00
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11C Food Service Equipment	Kitteridge Equipment Company, Inc.	\$0.00
12B Window Treatments	Walker Specialties	\$0.00
31A Site Enabling	J. Derenzo Co.	\$0.00
32A Landscaping	Brightview	\$0.00
Subguard Insurance (CDI)	1.20%	\$0.00
<b>Subcontractor Total</b>		<b>\$0.00</b>

Bid Package / Scope of Work	Trade Contractor	Cost
04A Masonry	Fernandes Masonry, Inc.	\$0.00
05B Miscellaneous & Ornamental Iron	United Steel, Inc.	\$0.00
07A Waterproofing and Caulking	Armani Restoration, Inc.	\$0.00
07B Roofing and Flashing	J.D. River & Co. Inc.	\$0.00
08B Glass and Glazing	Kapiloff's Glass, Inc.	\$0.00
09B Resilient Flooring	CJM Services, Inc.	\$0.00
09C Tile	Pavillion Floors, Inc.	\$0.00
09D Painting	Color Concepts Inc.	\$0.00
09E Acoustical Ceiling Tile	The Cheviot Corporation	\$0.00
14A Elevator	Delta Elevator Service Corp.	\$0.00
21A Fire Protection	Johnson Controls Fire Protection LP	\$0.00
22A Plumbing Enabling.	Patrick J. Kennedy & Sons, Inc.	\$0.00
23A HVAC	Patrick J. Kennedy & Sons, Inc.	\$1,881.00
26A Electrical	Wayne J Griffin Electric, Inc.	\$0.00
<b>Bond (included in above cost)</b>		
<b>Trade Contractor Total</b>		<b>\$1,881.00</b>

Subcontractor/Trade Contractor Total	-	\$1,881.00
General Conditions		\$0.00
CM Bond	0.600%	\$11.00
Total CCIP	2.750%	\$53.00
Fee	5.00%	\$97.00
<b>TOTAL</b>		<b>\$2,042.00</b>

3 days

Note that any days extension requested will require substantiating documentation to support the request for time including demonstration of the direct impact to the critical path. If left blank, no additional time extensions will be accepted.

**Upload Your Supporting Documentation Here**



Patrick J. Kennedy &amp; Sons, Inc.

MECHANICAL CONTRACTORS

39 Gibson Street  
 Boston, MA 02122-1222  
 Ph : (617)265-5535

**PROPOSED CHANGE ORDER**

Number: PCO-0044

Date: 10/13/23

Phone:

Job: 2021-05 Driscoll School - HVAC

To: Douglas Murphy  
 Gilbane Building Co  
 10 Channel Center St  
 Suite 100  
 Driscoll School - HVAC  
 Boston, MA 02210

Description: CCD-16 Generator Start Stop Output Signal From BMS

Source: CCD # 16

Added Start/Stop for the Emergency Generator

- Provide a point to remotely start and stop the generator from the BMS
- Provide programming and point to point checkout
- Provide Engineering and graphics for added FSDs

This proposal DOES NOT include:

- Premium Time
- Patching and painting. JCI and JME is not responsible for any damage to finished walls

Notes:

-This proposal is valid until 10/31/23

Description	Quantity	Unit	Unit Price	Price
Sub-Contractors (JCI)	1.00	Is	\$1,854.50	\$1,854.50
			Subtotal:	\$1,854.50
		Bond Cost	\$1,854.50 1.44%	\$26.70
			Total:	\$1,881.20

Please note that Patrick J. Kennedy & Sons, Inc. will require an extra 3 days.

If you have any questions, please contact me at 617-446-8000.

Submitted by: Raymond Hanley  
 Patrick J. Kennedy & Sons, Inc

Approved by: \_\_\_\_\_  
 Date: \_\_\_\_\_



JCI Controls, Inc.

Project:  
Reference Number:

Page: 2

**Title:** \_\_\_\_\_

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

**PO:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

\_\_\_\_\_

## TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson Controls, Inc. (hereinafter referred to as JCI), shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Purchaser agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge JCI for any costs or expenses without JCI's written consent unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCSS, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.

2. **INVOICING & PAYMENTS.** JCI may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Ten percent (10%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to installation. This 10% shall be included in JCI's initial invoice. Purchaser agrees to pay JCI the amount invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request as the work progresses to the extent payments are received. If JCI's invoice is not paid within 30 days of its issuance, it is delinquent.

3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

4. **WARRANTY.** JCI warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of ninety (90) days from delivery of said equipment, or if installed by JCI, for a period of ninety (90) days from installation. JCI warrants that for equipment furnished and/or installed but not manufactured by JCI, JCI will extend the same warranty terms and conditions which JCI receives from the manufacturer of said equipment. For equipment installed by JCI, if Purchaser provides written notice to JCI of any such defect within thirty (30) days after the appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment. For equipment not installed by JCI, if Purchaser returns the defective equipment to JCI within thirty (30) days after appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by JCI shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE

5. **LIABILITY.** JCI shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.

6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. In addition to the stated price, purchaser shall pay all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.

7. **DELAYS.** JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond JCI's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.

8. **COMPLIANCE WITH LAWS.** JCI shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.

9. **DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.

10. **INSURANCE.** Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.

11. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.

# CONSTRUCTION CHANGE DIRECTIVE

To: Douglas Murphy

Project Name: Driscoll School

Project No.: 1823

Date of Issuance: September 14, 2023

CCD No.: 016

Re: Generator Start Stop Output Signal From  
BMS

You are hereby directed to make change(s) in the Contract as described herein.

## Proposed Adjustments

1. The proposed basis of adjustments to the Contract Sum is:

- ☐ Lump sum (increase) (decrease) of \$\_\_\_\_\_
- ☐ Unit Price of \$\_\_\_\_\_ per\_\_\_\_\_
- ☐ Time & materials not to exceed \$\_\_\_\_\_
- ☒ Final cost to be determined.

2. The Contract Time is proposed to remain unchanged.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective immediately as a Construction Change Directive (CCD), and the Contractor shall proceed with the changes as described herein. Signature by the Contractor indicates agreement with the proposed adjustments in the Contract Sum and Contract Time set forth in this CCD.

## DESCRIPTION

As requested by the owner provide output from a BMS controller wired to a 24 volt relay at the emergency generator to enable run time for a weekly scheduled exercise. Installation as per requirements and direction from the manufacturer Kraft Power.

## ATTACHMENTS

N/A

# CONSTRUCTION CHANGE DIRECTIVE

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## ATTACHMENTS

N/A

**Gilbane Building Company  
Authorization To Proceed**

**CONTRACT FOR:** Brookline - Driscoll School  
**OWNER:** Town of Brookline  
**ADDRESS:** 333 Washington Street  
 Brookline, MA, 02445

**PROJECT NUMBER:** J08864.000  
**ATP NO:** ATP-0402  
**ATP VERSION:** 0  
**DATE OF ISSUANCE:**  
**SUBMITTED BY:** Gilbane Building Company

**ARCHITECT:** Jonathan Levi Architects LLC, Mark Warner

**ALTERNATE  
TRACKING #:**

The Contract Documents are hereby amended to include the additional Work described below, which is outside of the current scope of the Work and constitutes a change.

**Upon Owner approval,** Gilbane Building Company **will proceed with the Work promptly.**

Costs as incurred are in addition to the current contract Sum and will be invoiced and paid on a monthly basis and identified as separate items within the requisition. Once final cost of the Work involved and change in Sum and Time (if any) are fully determined, it will be submitted for inclusion in a final Change Order adjusting the Contract Sum and/or Time.

**TITLE:** Delegated Design Cost for CCD-6R Stair 1 Interruption Wall

**DESCRIPTION:** This ATP represents the additional cost associated with the Stair 1 Interruption Wall being a delegated design, as noted in the returned approved 05 50 00-35 Submittal but not noted in CCD-6R. The material and labor to install the interruption wall were already submitted and approved in ATP-304.

**Attachments:**

Number	Description:	PCI Number	Change Date	Revision
00000001	ATP-402 Backup.pdf		12/19/2023	

The Following information is provided by Gilbane Building Company

**Method of determining change in Contract:**

☒ Guaranteed Maximum Price

☐ Cost Plus Fee

☐ Unit Price

☐ Lump Sum

☐ Other

**Change In Contract Sum**

Dollar Amount: \$2,117.00

☒ Fixed

☐ Maximum

☐ Estimated

☐ Time and Material

**Change In Contract Time**

Time (Days): TBD

☒ Fixed

☐ Maximum

☐ Estimated

Job	PCI No.	Description	Phase Code	SubContractor	Amount	Accept?
J08864.000	OS-00335	Misc. and Ornamental Metals	01.05B.050000.X	United Steel, Inc.	\$1,949.00	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Gilbane Building Company

Gilbane Building Company	
Signed: 12/19/2023 11:23:52 AM Eastern Standard Time - By: Douglas Murphy (Project Executive )	
Gilbane Building Company: 10.126.8.55	

Jonathan Levi Architects LLC

By:	Mark Warner
Title:	Principal
Company:	Jonathan Levi Architects LLC
Date:	12/21/23
Printed Name:	Mark Warner

LEFTFIELD, LLC

DocuSigned by:	
By:	Lynn Stapleton
Title:	OPM
Company:	LeftField
Date:	3/7/2024
Printed Name:	Lynn Stapleton

Town of Brookline

DocuSigned by:	
By:	Lap Yan
Title:	Director of Capital Construction
Company:	Town Of Brookline BLDG Dept
Date:	3/7/2024
Printed Name:	Lap Yan



164 School Street  
East Hartford, CT 06108  
(860) 289-2323  
Fax (860) 289-6350

Project: Driscoll School Misc  
Customer: Gilbane  
USI Job #: 21041  
Misc USI CO # 41  
USI Co Rev: 0  
CO Date: 9/21/23

Co Total: **\$1,951** \$1,949

This change requires a time extension of **0** work-days.

CO Reference: Stair 1 interrupter gate engineering and delegated design RFQ OS 303

Rev Description:

#### Change Order Summary

Description	Cost	OH %	OH Value	SubTotal	Profit %	Profit	Total	Taxable
Labor	\$1,750	5.00%	\$88	\$1,838	5.00%	\$92	\$1,930	
Bond	\$19	5.00%	\$1	\$20	5.00%	\$1	\$21	
Total	\$1,769	5.00%	\$89	\$1,858	5.00%	\$93	\$1,951	
							\$1,949	

#### Labor Breakdown

Description	Qty	Units	Unit \$	Cost
Engineering	6	Hrs	\$185	\$1,110
Field Measuring	8	Hrs	\$80	\$640

A signature below indicates that this change is acceptable to Gilbane, and that United Steel, Inc. is directed to proceed with this work.

Accepted by: \_\_\_\_\_

Title: \_\_\_\_\_



Gilbane Building Company  
10 Channel Center Street  
Suite 100  
Boston, Massachusetts 02210  
Phone: (617) 478-2981

## Submittal #05 50 00-35.0 05 50 00 - Metal Fabrications

Project: J08864.000 - Michael Driscoll School - Brookline  
725 Washington Street  
Brookline, Massachusetts 02446

### Stair 1 Interruption Security Wall & Door

<b>SPEC SECTION:</b>	05 50 00 - Metal Fabrications	<b>SUBMITTAL MANAGER:</b>	Robert Hannula (Gilbane Building Company)
<b>STATUS:</b>	Pending Review	<b>DATE CREATED:</b>	07/20/2023
<b>ISSUE DATE:</b>	07/20/2023	<b>REVISION:</b>	0
<b>RESPONSIBLE CONTRACTOR:</b>	United Steel, Inc.	<b>RECEIVED FROM:</b>	
<b>RECEIVED DATE:</b>		<b>SUBMIT BY:</b>	
<b>FINAL DUE DATE:</b>	08/7/2023	<b>LOCATION:</b>	
<b>SUB JOB:</b>		<b>COST CODE:</b>	
<b>LEAD TIME:</b>		<b>TYPE:</b>	Shop Drawing
<b>APPROVERS:</b>	Robert Hannula (Gilbane Building Company), William Heiberger (Gilbane Building Company), Carol Harris (Jonathan Levi Architects LLC), Sue Hulbert (LeMessurier Consultants, Inc.), James Machek (Jonathan Levi Architects LLC), Mark Warner (Jonathan Levi Architects LLC)		
<b>BALL IN COURT:</b>	Carol Harris (Jonathan Levi Architects LLC), Sue Hulbert (LeMessurier Consultants, Inc.), James Machek (Jonathan Levi Architects LLC), Mark Warner (Jonathan Levi Architects LLC)		
<b>DISTRIBUTION:</b>			
<b>DESCRIPTION:</b>			
<b>ATTACHMENTS:</b>			

### SUBMITTAL WORKFLOW

NAME	SUBMITTER/ APPROVER	SENT DATE	DUE DATE	RETURNED DATE	RESPONSE	ATTACHMENTS	COMMENTS
David Lempicki	Submitter		8/3/2023	7/20/2023	Submitted	<a href="#">21041 Driscoll Item 1.3 Stair 1 Interrupter Gate OFA.pdf</a>	Please see attached 21041 Driscoll Item 1.3 Stair 1 Interrupter Gate OFA
Joe Viniczay	Submitter		8/3/2023		Pending		
Robert Hannula	Approver	7/20/2023	8/3/2023		Pending		
William Heiberger	Approver	7/20/2023	8/3/2023	7/24/2023	Reviewed by Gilbane	<a href="#">05 50 00-35 Stair 1 Interruption Security Wall &amp; Door.pdf</a>	
Carol Harris	Approver	7/24/2023	8/7/2023		Pending		
Sue Hulbert	Approver	7/24/2023	8/7/2023		Pending		
James Machek	Approver	7/24/2023	8/7/2023		Pending		
Mark Warner	Approver	7/24/2023	8/7/2023		Pending		



MICHAEL DRISCOLL SCHOOL  
BROOKLINE, MA  
J08864.000

# SUBMITTAL STAMPING SHEET

Architect Name  
Stamp Area

Consultant Name  
Stamp Area

**Gilbane**

**REVIEWED**

Submittal No: 05 50 00-35 Stair 1 Interruption Security Wall  
& Door

Rev: \_\_\_\_\_

Reviewed By: WHeiberg

Date: 07/24/2023

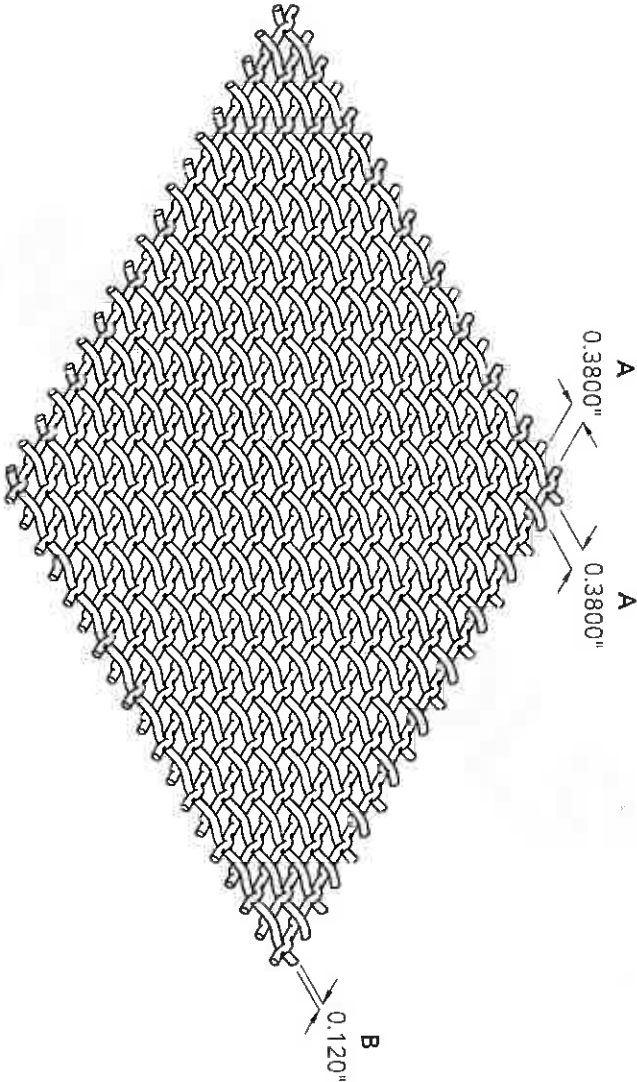
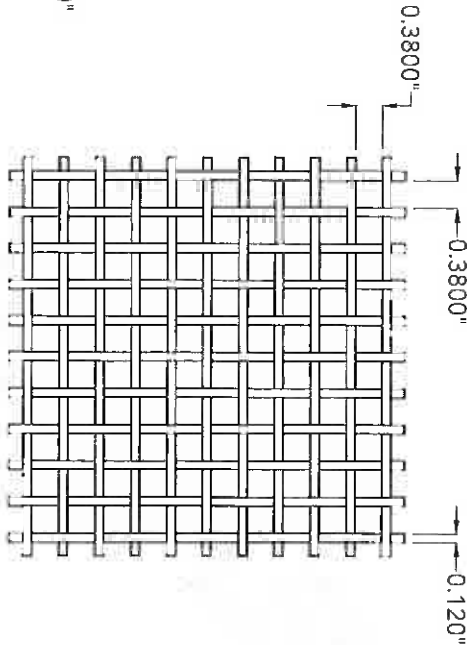
This submittal has been reviewed, checked and approved for compliance with the Contract Documents unless otherwise noted herein. This review does not constitute nor does it assure design responsibility nor does it relieve the trade contractor/supplier from complying with the contract requirements, coordinating their work with other trade contractors and verifying field dimensions.

Consultant Name  
Stamp Area

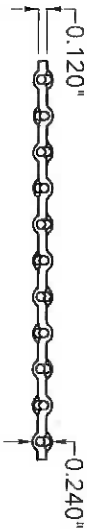
**Gilbane**



Top View



End View



The Hole Story

800.237.3820

mcnichols.com

McNICHOLS®

McNICHOLS® WIRE MESH

DRAWING

MESH TYPE	Square Woven
CONSTRUCTION TYPE	Carbon Steel
PRIMARY MATERIAL	Woven - Lock Crimp/Plain Weave
WEAVE or TRIM TYPE	58%
PERCENT OPEN AREA	2 x 2
MESH SIZE	0.3800" x 0.3800"
A OPENING SIZE	0.120" Thick (11 Gauge)
B WIRE DIAMETER/WIRE GAUGE	

Item Number 36022200  
Revision Date 04.30.2021  
Page Number 1 of 1

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