



December 12, 2017

Mr. Ray Masak, Brookline Building Department
Brookline Town Hall
333 Washington Street
Brookline, MA 02445

OFFICE. (617) 492 2200
FAX. (617) 876 9775

130 Bishop Allen Drive
Cambridge, MA 02139

hmfh.com

Re: Letter of Agreement for the Supplemental Site Study
Brookline Elementary Schools

Dear Ray:

HMFH Architects is very happy to be asked to do this very challenging project of the to study additional sites and enrollment configurations for the expansion to the elementary schools to accommodate Brookline's expanding enrollment. We are very pleased to submit to you this Letter of Agreement between HMFH Architects, Inc. and the Town of Brookline for the Brookline Elementary School Supplemental Site Study.

The scope of our services will be based on our discussions with members of the Brookline Public School Department, our meeting at Town Hall on December 8, and our understanding of the project to date.

The goal of this study is to review site and configuration options to accommodate the expected growth of the Brookline elementary school (K through 8th Grade) enrollment of approximately 600 students. Various enrollment configurations will be developed and assessed for the Baker and Pierce School sites. Plans that have been developed for the Baldwin North site by another architect revisited, reviewed, and assessed for vehicle circulation and parking practicality.

An "order of magnitude" cost summary will be developed for each option. Each configuration will be rated for cost, phasing, constructability, and potential effect on school district configuration. The study allow the Town of Brookline to arrive at a preferred option with associated costs that can then be carried over into a more detailed feasibility study and Schematic Design phase.

We understand that this is a "pre-feasibility study" being performed under MGL Chapter 30B. If the Town proceeds with this project to Feasibility Study and Schematic Design, HMFH understands that this will be done under Chapter 149/149A using the appropriate designer selection regulations.

Arthur S. Duffy, AIA
Chin Lin, AIA
Colin R. Dockrill, AIGA
Deborah A. Collins, AIA
Devin E. Canton, AIA
Erica Metzger
George R. Metzger, AIA
John F. Miller, FAIA
Julia Nugent, AIA
Laura A. Wernick, FAIA
Lori Cowles, AIA
Mario J. Torroella, FAIA
Matthew LaRue, AIA
Melissa A. Greene, AIA
Philip S. Lewis, AIA
Robert P. Williams, AIA
Stephen Friedlaender, FA
Tina Stanislaski, AIA
Vassilios Valaes, AIA

Scope of Services

Baldwin North

1. Update VAI transportation & parking study for 3-section school @ 600 students.
2. Investigate siting of 3-section school on available "Baldwin North" site.

Baker School

1. Overview of environmental constraints with conservation commission staff.
2. Site evaluation for a double school on the site.
 - a. Exist. Baker as 3-section/600 student and new 3-section/600 student school.
 - b. Exist. Baker as 4-section/800 student and new 3-section/600 student school.
 - c. Exist. Baker as 3-section/600 student and new 4-section/800 student school.
3. Site evaluation for a single school on the site.
 - a. Renovation/modest expansion, 4-sections @ 800 students, using the 9th Elementary School Program
 - b. Renovation/modest expansion, 5-section @ 1000 students, using the Devotion School Elem. Educational Program
4. Review of environmental constraints.
5. Update VAI traffic study for the options above.

Pierce School

1. Site evaluation for a double school on the site.
 - a. Exist. Pierce as 3-section/600 student and new 3-section/600 student school.
 - b. Exist. Pierce as 4-section/800 student and new 3-section/600 student school.
 - c. Exist. Pierce as 3-section/600 student and new 4-section/800 student school.
2. Site evaluation for a single school on the site.
 - a. Renovation/modest expansion, 4-sections @ 800 students, using the 9th Elementary School Program
 - b. Renovation/modest expansion, 5-section @ 1000 students, using the Devotion School Elem. Educational Program
3. Provide VAI traffic study for the options above.

Timeframe

The Town of Brookline and HMFH acknowledge that work on this Pre-Feasibility Study will begin upon our receipt of a Notice to Proceed and will endeavor to be completed within 90 days from that point. The intention is for the results of this study to facilitate the beginning of a feasibility study in the first quarter of 2018.

Basic Services Compensation

Our Basic Services include the work of HMFH Architects and our consultants in the following disciplines:

- Code Consulting
- Cost Estimating
- Structural Engineering
- Traffic Consulting
- Hastings Consulting
- PM&C
- Foley Buhl Roberts
- Vanesse Associates, Inc. (VAI)

The Basic Services fee for this Feasibility Study Phase of the work shall be \$190,000. This will be invoiced monthly on a Lump Sum Basis, based on percent complete of the work. Payments are due within 30 days of receipt of our monthly invoice.

This fee also includes the printing of up to 6 copies of the draft and final report of the Study. Additional hard copies of the study will be invoiced as a Reimbursable Expense.

Additional Services Compensation

Additional Services will be invoiced on an hourly, Not-to-Exceed Basis unless otherwise arranged. The 2017 hourly billing rates will follow as Attachment A to this Agreement. Any Additional Services that are required will include a 10% Administrative Fee. Additional Service payments are due within 30 days of receipt of our monthly invoice.

Normal reimbursable expenses such as in-town mileage, parking, meals, and postage will not be invoiced as Additional Services.

Please note that the services of the following trades are not included in the Basic Services and will be considered Additional Services if they are required:

- Surveyor
- Geotechnical / Geo-Environmental Exploration and Consulting
- Hazardous Material Consulting
- Envelope Consulting
- Food Service Consulting
- Hardware Consulting
- Acoustical Consulting
- Furniture & Equipment Consulting and Procurement
- Technology Equipment Consulting and Procurement

Feasibility Study Tasks

Our tasks and deliverables for this study include the following:

EXISTING CONDITIONS DOCUMENTATION

- Utilize existing condition documents for the Baker and Pierce Schools.
- Prepare current diagrammatic Floor Plans and Educational Occupancy.
- Prepare Existing Conditions Narratives.

EDUCATIONAL PROGRAMMING

- HMFH will utilize the Educational Space Summary for the Devotion School. It will be adjusted to accommodate the various study enrollments.
- An Educational Space Summary will be produced for each enrollment option.
- No staff interviews or other programming is included in the scope of this study.

ALTERNATIVES ANALYSIS

- Develop Conceptual Diagrams of Alternatives with Conceptual Costs.
- Review Educational, Constructability, and Urban Design Impacts of Options.
- Review potential impacts on school district configuration.

PREFERRED SOLUTION

- Develop Conceptual Floor Plans.
- Develop Preliminary Massing Study.
- Develop Preliminary Phasing Approach.
- Develop Conceptual Cost Estimate and Schedule.

Use of Documents

Drawings, specifications and other documents prepared by HMFH Architects are instruments of the architect’s service and are for the Owner’s use solely with respect to this project. HMFH shall retain all common law, statutory, and other reserved rights, including copyright. Upon completion of this study or termination of this Agreement, the Town of Brookline’s right to use the instruments of service will continue for the completion of the Brookline Elementary School Supplemental Site project only.


Termination, Suspension or Abandonment

In the event of termination, suspension or abandonment of the project by the Town of Brookline, HMFH Architects shall be compensated for work performed. The Town’s failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for HMFH to suspend or terminate services. Either HMFH or the Town of Brookline may terminate this Agreement after giving no less than 14 days written notice if the project is suspended for 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement.

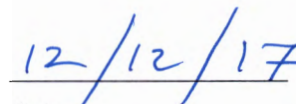
I hope that you find this fee proposal responsive and satisfactory. Please contact me with any questions you may have or additional information you may need.

Very truly yours,

HMFH Architects



Philip S. Lewis, AIA, LEED AP, MCPPO
Principal



Date

ATTACHMENT A	2017 Hourly Billing Rates
ATTACHMENT B	Certificate of Liability Insurance
ATTACHMENT C	Fair Practices & Nondiscrimination Affidavits
ATTACHMENT D	Certification of Payment of State Taxes & Non-Collusion Affidavit
ATTACHMENT E	Truth in Negotiation Affidavit
ATTACHMENT F	Vote of the Corporation Authorizing Execution of Contract
ATTACHMENT G	Town of Brookline Signature Page

cc:

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ATTACHMENT A



HMFH Hourly Billing Rates for 2017 (adjusted annually)

OFFICE: (617) 492 2200
FAX: (617) 876 9776

130 Bishop Allen Drive
Cambridge, MA 02138

hmfh.com

Expert Witness	\$250.00
Project Director	\$215.00
Senior Project Manager	\$195.00
Project Manager	\$170.00
Architect 3	\$145.00
Architect 2	\$130.00
Architect 1	\$115.00
Designer 3	\$100.00
Designer 2	\$ 85.00
Designer 1	\$ 70.00
Graphic Designer	\$145.00
Administrative Support Staff	\$ 75.00

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Vassilios Vataas, AIA



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/27/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Ames & Gough, 859 Willard Street, Quincy, MA 02169. CONTACT NAME, PHONE, FAX, E-MAIL ADDRESS, INSURER(S) AFFORDING COVERAGE, NAIC #.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Prof Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) All Coverages are in accordance with the policy terms and conditions.

Re: Town of Brookline Project. Town of Brookline shall be listed as Additional Insured with respects to General, Auto and Umbrella Liability where required by written contract.

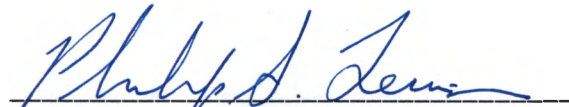
CERTIFICATE HOLDER: Town of Brookline, 333 Washington Street, Brookline, MA 02445. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

ATTACHMENT C

BROOKLINE ELEMENTARY SUPPLEMENTAL SITE FEASIBILITY STUDY

Article 4.4 of the Town of Brookline General By-Laws

By signing below, HMFH Architects, Inc. hereby agrees to comply with the provisions of Article 4.4 of the Town's By-laws. Fair Employment Practices with Regards to Contracts, a copy of which is incorporated herein by reference, with respect to the foregoing Contract.

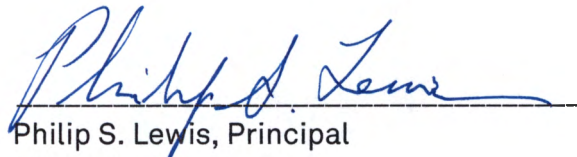


Philip S. Lewis, Principal
HMFH Architects, Inc

Article 4.5 of the Town of Brookline General By-Laws

In compliance with Article 4.5 of the Town's General By-laws, HMFH Architects, Inc. hereby certifies as follows: I shall not discriminate against any individual because of the race, color, religious creed, national origin, sex, gender identity or gender expression, sexual orientation, which shall not include persons whose sexual orientation involves minor children as the sex object, age or ancestry of any Individual in fulfilling the terms of the foregoing attached contract.

Signed under the pains of penalties of perjury, on this 12th of December 2017



Philip S. Lewis, Principal
HMFH Architects, Inc

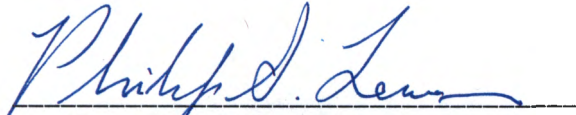
ATTACHMENT D

CERTIFICATION OF PAYMENT OF STATE TAXES

Legislation enacted by the Commonwealth of Massachusetts effective July 1, 1983 Requires that the attestation below be signed:

Pursuant to M.G.L. c. 62C, Section 94A, I certify under the penalties of perjury that I, to the best of knowledge and belief, have filed all state tax returns and paid all state tax returns and paid all state taxes required under law.

HMFH Architects, Inc.



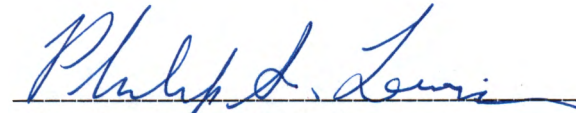
Philip S. Lewis, Principal

NON-COLLUSION AFFIDAVIT

Massachusetts General Laws, Chapter 701 of the Acts; of 1983, requires that each bidder must certify as follows:

The undersigned certifies under penalties of perjury that its bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

HMFH Architects, Inc.



Philip S. Lewis, Principal

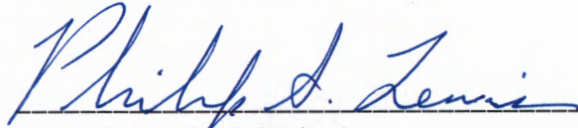
Attachment E

TRUTH-IN-NEGOTIATION AFFIDAVIT

Massachusetts General Laws, Chapter 7, sec. 30H requires that the Designer certify as Follows:

- a. that the wage rates and other costs used to support the Designer's compensation are accurate, complete and current at the time of contracting and
- b. that the original contract price and any additions to the contract may be adjusted within one year of completion of the contract to exclude any significant amounts if the Owner determines that the fee was increased by such amounts due to inaccurate, incomplete or noncurrent wage rates or other costs

HMFH Architects, Inc.



Philip S. Lewis, Principal

ATTACHMENT F

MEETING OF THE BOARD OF DIRECTORS
CERTIFICATE OF AUTHORITY

At a meeting of the Directors of HMFH Architects, Inc., duly called and held at 130 Bishop Richard Allen Drive, Cambridge, MA, on 12th of December 2017, at which a quorum was present and acting, it was VOICED THAT Philip Lewis, Principal and Vice President of the Corporation is hereby authorized and empowered to make, enter into, sign, seal and deliver, in behalf of this corporation, a Contract for Elementary Supplemental Site Study, with the Town of Brookline.

I DO HEREBY CERTIFY that the above is a true and correct copy of the record, that said vote has not been amended or repealed and is in full force and effect on this date, and that Philip Lewis is duly elected Vice President of this corporation.

ATTEST:



Secretary of the Corporation

(Affix Corporate Seal Here)

ATTACHMENT G

BROOKLINE ELEMENTARY SUPPLEMENTAL SITE STUDY

Select Board Members

Building Commission

Paul S. Lewis

Gayle Bushi

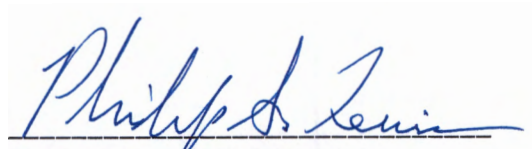
[Signature]

[Signature]

Approved as to Form

Town Counsel

School Committee



Philip S. Lewis, Principal
HMFH Architects, Inc.

CERTIFICATION

I hereby certify in accordance with Mass. Gen. Laws ch. 44 paragraph 31 C that an appropriation in the amount of the contract sum has been made and is available for compensation to the Architect for the work described in this agreement.

Town Comptroller