Owner Change Order (OCO)

Project Name: Brookline - Driscoll

School

Gilbane Project No.: J08864.000



OCO: OCO-0015

PCI:BT-00031, BT-00033, BT-00035, BT-00036, BT-00037, OS-00086, OS-00109, OS-00121, OS-00122, OS-00129

Alternate Tracking #:

Date Issued: 9/29/2022 8:59:45 AM

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

Brookline, MA 02445 US

Architect: Jonathan Levi Architects LLC, Mark Warner

The Contract changes as follows:

Scope Of Changes: OCO 15 Misc. Changes

Description: ATP 132 BT-27 RFI #230 Coordination of slab openings in Building A

ATP 136 BT- 31Contingency Expenditure for Surveying

ATP 129 BT- 33 Relocation of Basketball Hoop

ATP 133 BT-35 Work as Directed by GBCo - Couplers

ATP 131 BT-36 RFI #422 Missed embeds at Core A 2nd Floor Stair 1
ATP 57 OS-86 RFI #277 Top of Qall-C Foundation Clarification at C21.6
ATP 134 OS-109 ASI -040 MEch Service Catwalk EOS Plan Clarification
ATP 134 OS 109 ASI #40 Mech Service Catwalk EOS Plan Clarification

ATP 126 OS- 121 RFI # 391 Brick Shelf Conflict at A31 Line

ATP 140 OS- 122 ASI #44 Roof Plan Clarifications

ATP 118 OS-129 ASI #46 and RFI #100.3 Emergency Generator Exhaust Structural Clarification

Additional Description

Attachments:

Number	Title	PCI	Change Date	Revision
0000001	Backup for OCO 15.pdf		09/27/2022	

PROJECT NUMBER: J08864.000 OCO: OCO-0015 Page: 1 of 6

Job	PCI Code	Phase Code	Description	Subcontractor	Basis	Amount	Accept	ATP
J08864.000		02.89A.899900.X	GILBANE CONTINGENCY (YFH)		Final	-\$15,000.00	C Yes C No	ATP- 0136
J08864.000		93.926.890700.Z	Layout & Engineering		Final	\$15,000.00	C Yes C No	ATP- 0136
TOTAL FOR PO	CI No. BT-0003	31			\$0.	00		
J08864.000		01.02A.030000.F	Cast-In-Place Concrete	Marguerite Concrete Contractors, Inc	Final	\$1,572.00	C Yes C No	ATP- 0129
J08864.000		01.31A.311000.X	Sitework	J. Derenzo Company	Final	\$5,503.00	C Yes C No	ATP- 0129
J08864.000		02.89A.899900.X	GILBANE CONTINGENCY (YFH)		Final	-\$7,160.00	C Yes C No	ATP- 0129
J08864.000		99.975.996000.Z	Subcontractor Default Insurance		Final	\$85.00	C Yes C No	ATP- 0129
TOTAL FOR PO	CI No. BT-0003	33			\$0.	00		
J08864.000		01.05A.060000.I	Structural Steel		Final	\$1,205.00	C Yes C No	ATP- 0133
J08864.000		02.89A.899900.X	GILBANE CONTINGENCY (YFH)			-\$1,219.00	C Yes C No	ATP- 0133
J08864.000		99.975.996000.Z	Subcontractor Default Insurance			\$14.00	C Yes C No	ATP- 0133
TOTAL FOR PO	CI No. BT-0003	35			\$0.	00		
J08864.000		01.05A.060000.I	Structural Steel	Supermetal Structures Inc.	Final	\$2,124.00	C Yes C No	ATP- 0131
J08864.000		02.89A.899900.X	GILBANE CONTINGENCY (YFH)		Final	-\$2,149.00	C Yes C No	ATP- 0131
J08864.000		99.975.996000.Z	Subcontractor Default Insurance		Final	\$25.00	C Yes C No	ATP- 0131
TOTAL FOR PO	CI No. BT-0003				\$0.			
J08864.000		01.05A.060000.I	Structural Steel	Supermetal Structures Inc.	Final	\$2,897.00	C Yes C No	ATP- 0132
J08864.000		02.89A.899900.X	GILBANE CONTINGENCY (YFH)		Final	-\$2,932.00	C Yes C No	ATP- 0132
J08864.000		99.975.996000.Z	Subcontractor Default Insurance		Final	\$35.00	C Yes C No	ATP- 0132
TOTAL FOR PO	CI No. BT-0003	37	·		\$0.	00	<u> </u>	
J08864.000		01.02A.030000.F	Cast-In-Place Concrete	Marguerite Concrete Contractors, Inc	Final	\$27,297.00	C Yes C No	ATP- 0057
J08864.000		99.970.950050.Z	Gen & Excess Liability Insurance			\$786.00	C Yes C No	ATP- 0057
J08864.000		99.970.997000.Z	Performance & Payment Bond			\$166.00	C Yes C No	ATP- 0057
J08864.000		99.975.996000.Z	Subcontractor Default Insurance			\$328.00	C Yes C No	ATP- 0057
J08864.000		99.999.999000.Z	Fee			\$1,428.00	C Yes C No	ATP- 0057

Job	PCI Code	Phase Code	Description	Subcontractor	Basis	Amount	Accept	ATP
TOTAL FOR PC	I No. OS-0008	36			\$30,005.00			
J08864.000		01.02A.030000.F	Cast-In-Place Concrete	Marguerite Concrete Contractors, Inc	Final	\$.00	C Yes C No	ATP- 0134
J08864.000		01.05A.060000.I	Structural Steel	Supermetal Structures Inc.	Final	\$.00	C Yes C No	ATP- 0134
J08864.000		01.21A.100000.I	Fire Protection	Johnson Controls Fire Protection LP	Final	\$.00	C Yes C No	ATP- 0134
J08864.000		01.22A.220000.TC	Plumbing	Patrick J Kennedy & Sons Inc	Final	\$.00	C Yes C No	ATP- 0134
J08864.000		01.23A.230000.TC	HVAC	Patrick J Kennedy & Sons Inc	Final	\$.00	C Yes C No	ATP- 0134
J08864.000		01.26A.110000.X	Electrical	Wayne J. Griffin Electric, Inc.	Final	\$.00	C Yes C No	ATP- 0134
J08864.000		99.970.950050.Z	Gen & Excess Liability Insurance		Final	\$.00	C Yes C No	ATP- 0134
J08864.000		99.970.997000.Z	Performance & Payment Bond		Final	\$.00	C Yes C No	ATP- 0134
J08864.000		99.975.996000.Z	Subcontractor Default Insurance		Final	\$.00	C Yes C No	ATP- 0134
J08864.000		99.999.999000.Z	Fee		Final	\$.00	C Yes C No	ATP- 0134
TOTAL FOR PC	CI No. OS-0010	09			\$0.00		,	
J08864.000		01.02A.030000.F	Cast-In-Place Concrete	Marguerite Concrete Contractors, Inc	Final	\$693.00	C Yes C No	ATP- 0126
J08864.000		99.970.950050.Z	Gen & Excess Liability Insurance			\$20.00	C Yes C No	ATP- 0126
J08864.000		99.970.997000.Z	Performance & Payment Bond			\$4.00	C Yes C No	ATP- 0126
J08864.000		99.975.996000.Z	Subcontractor Default Insurance			\$8.00	C Yes C No	ATP- 0126
J08864.000		99.999.999000.Z	Fee			\$36.00	C Yes C No	ATP- 0126
TOTAL FOR PC	I No. OS-0012	21	,	,	\$761.00		,	
J08864.000		01.04A .040000.E	Masonry	Fernandes Masonry, Inc.	Final	\$.00	C Yes C No	ATP- 0140
J08864.000		01.05A.060000.I	Structural Steel	Supermetal Structures Inc.	Final	\$.00	C Yes C No	ATP- 0140
J08864.000		01.07B.071010.X	Roofing and Flashing	JD Rivet & Company Incorporated	Final	\$.00	C Yes C No	ATP- 0140
J08864.000		01.09A.051001.S	Drywall / General Trades	Central Ceilings Inc	Final	\$.00	C Yes C No	ATP- 0140
J08864.000		01.22A.220000.TC	Plumbing	Patrick J Kennedy & Sons Inc	Final	\$.00	C Yes C No	ATP- 0140
TOTAL FOR PC	I No. OS-0012	22			\$0.00			

Job	PCI Code	Phase Code	Description	Subcontractor	Basis	Amount	Accept	ATP
J08864.000		01.05A.060000.I	Structural Steel	Supermetal Structures Inc.	Final	\$2,880.00	C Yes C No	ATP- 0118
J08864.000		01.23A.230000.TC	HVAC	Patrick J Kennedy & Sons Inc	Final	\$8,488.00	C Yes C No	ATP- 0118
J08864.000		01.26A.110000.X	Electrical	Wayne J. Griffin Electric, Inc.	Final	\$.00	C Yes C No	ATP- 0118
J08864.000		99.970.950050.Z	Gen & Excess Liability Insurance		Final	\$324.00	C Yes C No	ATP- 0118
J08864.000		99.970.997000.Z	Performance & Payment Bond		Final	\$68.00	C Yes C No	ATP- 0118
J08864.000		99.975.996000.Z	Subcontractor Default Insurance		Final	\$35.00	C Yes C No	ATP- 0118
J08864.000		99.999.999000.Z	Fee		Final	\$589.00	C Yes C No	ATP- 0118
TOTAL FOR PO	I No. OS-0012	29			\$12,384.00			

Submitted Amt: \$43,150.00

Total:

\$43,150.00

PROJECT NUMBER: J08864.000 OCO: OCO-0015 Page: 4 of 6

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 \$4,991,394.00 Contract Price prior to this Change Order \$99,289,424.00 Contract Price will be changed by this Change Order in the Amount \$43,150.00 The new Contract Price including this Change Order will be \$99,332,574.00 The Contract Time will be changed by 0 The date of Substantial Completion for construction as of the date of 08/01/2024 this Change Order therefore is Gilbane Building Company Gilbane Building Company Signed: 9/29/2022 8:59:45 AM Eastern Standard Time - By: Linda Rosenberg (Senior Project Manager) Gilbane Building Company: 10.20.1.70 Jonathan Levi Architects LLC Carol Harris **Project Manager** Title: **Company:** Jonathan Levi Architects Date: 10/3/22 Name: Carol Harris LEFTFIELD, LLC Stapleton By: OPM. Title: company: LeftField Project Management 10/3/22 Printed Name: Lynn Stapleton Town of Brookline Title: Company

Printed

PROJECT NUMBER: J08864.000 OCO: OCO-0015 Page: 5 of 6



Gilbane Building Company Authorization To Proceed



CONTRACT FOR: Brookline - Driscoll School

OWNER: Town of Brookline
ADDRESS: 333 Washington Street
Brookline , MA, 02445

ookline ATP NO:
ngton Street ATP VERSION:
MA, 02445 DATE OF ISSUANCE:

E OF ISSUANCE: 09/07/2022 SUBMITTED BY: Gilbane Building Company

J08864.000

ATP-0133

ALTERNATE TRACKING#:

PROJECT NUMBER:

ARCHITECT: Jonathan Levi Architects LLC, Mark Warner

Gilbane Building Company submits herein its request to expend funds within the current Contract Sum/Project Budget for the work as described below. Upon your approval of this request, contractor amendments and/or purchase orders will be issued for the amounts indicated. Supporting documentation is attached as listed in Attachments below. Owner authorization is for cost of the work and does not constitute a change in the Contract Sum/Project Budget or Contract Time.

TITLE: Work as Directed by Gilbane- Couplers

DESCRIPTION: This ATP represents cost for GP East the steel installer to weld the couplers in Area C due to scheduling and onsite needs of this steel.

Attachments:

Fixed

Number	Description:	PCI	Change Date	Revision
0000001	ATP-133 Backup.pdf		09/07/2022	

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			
	ATP Amount		
	Dollar Amount: \$.00		

☐ 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	BT-00035	Structural Steel	01.05A.060000.I	Supermetal Structures Inc.	\$1,205.00	C Yes C No
J08864.000	BT-00035	GILBANE CONTINGENCY (YFH)	02.89A.899900.X		-\$1,219.00	C Yes C No

Job	PCI No.	Description	Phase Code	SubContractor	Amount	Accept?
J08864.000		Subcontractor Default Insurance	99.975.996000.Z		\$14.00	∩ Yes∩ No
TOTAL FOR PCI No. BT-00035					\$0.00	

Submitted Amt: \$.00

Gilbane	Building	Company

Gilbane Building Company

Signed: 9/7/2022 3:59:34 PM Eastern Standard Time - By: Linda Rosenberg (Senior Project Manager)

Gilbane Building Company: 10.20.1.75

Jonathan Levi Architects LLC

By: Carol Harris

Title: Project Manager

company: Jonathan Levi Architects

Date: 9/19/22

Printed Name: Carol Harris

LEFTFIELD, LLC

By: Lynn Stapleton

Title: OPM

company: LeftField Project Management

Date: 09/20/22

Printed Name: Lynn Stapleton

Town of Brookline

REVIEWED

By:
Title:
Company:
Date: 22 SEPTEMBER 2022
Printed Name: ANTHONY GUIGEL



9/7/2022 Date:

Revised:

Project Name: Project No: **Michael Driscoll School**

J08864

Change Summary

Change Number: BT-35

Description: Work as Directed by Gilbane- Couplers

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.	\$1,205.00
06A Millwork	Polybois	\$0.00
07C Metal Panel	Salem Glass Company	20.00
07D Spray Fireproofing	Ricmor Construction, Inc.	90.00
08A Storefront	Salem Glass Company	00.02
08C Doors, Frames, and Hardware	Kamco Supply Corp. of Boston	\$0.00
09A Drywall & General Trades	Central Ceilings, Inc.	\$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
11B Gym Equipment and Bleachers	The Pappas Co.	\$0.00
11C Food Service Equipment	Kitteridge Equipment Company, Inc.	\$0.00
11D Theater Equipment	Barbazon	\$0.00
31A Site Enabling	J. Derenzo Co.	\$0.00
32A Landscaping		\$0.00
Subguard Insurance (CDI)	1.20% _	\$14.00
	Subcontractor Total	\$1,219.00

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	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)		
	Trade Contractor Total	\$0.00

Subcontractor/Trade Contractor Total	-	\$1,219.00
General Conditions		\$0.00
CM Bond	0.600%	\$0.00
Total CCIP	2.750%	\$0.00
Fee	5.00%	\$0.00
TOTAL		\$1,219.00



September 2, 2022

SMS-GIL-046

Gilbane Building Company 10 Channel Center Street #100 Boston, MA 02210 United States

To the attention of: Colleen Shouldice Via e-mail <CShouldice@GilbaneCo.com>

REFERENCE: Brookline – Driscoll School J08864

STRUCTURAL STEEL Our Contract: C3406

OBJECT: Couplers welding (Area C) IS-00046

Madam,

The following is to confirm the additional costs of **\$1,224.83** related to the welding of couplers in Area C, at levels 3 and 4, as per Gilbane request.

Downtime (GP East)		\$ 1,224.83
	TOTAL	\$ 1 224 83

This work has a potential impact on the overall schedule.

Should you have any questions, do not hesitate to contact me.

SUPERMÉTAL STRUCTURES INC.

Gabrielle Proulx-Nolin, Eng.

Project manager

GP EAST STEEL CO.

QUOTE

FOR CHANGE ORDER APPROVAL

DATE:

9/1/2022 C3406

Job Order #:

COUPLERS

Ph: (508) 759-7779 Fax: (508) 759-7789

Wareham, MA 02571

Prepared by:

Kelli Phillips

General Contractor: Supermetal Structures Inc.

2707 Cranberry Highway, Bay #3

ATTENTION: Gabrielle Proulx-Nolin Michael Driscoll School - Brookline

Description	AMOUNT
RFI- COUPLERS- QUOTE- FOR CHANGE ORDER APPROVAL	
Weld couplers BBldg. C Levels 3 and 4	
1 Foreman x 4 Hrs. @ \$116.42 / Hr.	\$465.68
1 Journeyman x 4 Hrs. @ \$111.95 / Hr.	\$447.80
Welding Macine x 8 Hrs.	\$200.00
Sub-total	\$1,113.48
10% OH/P	\$111.35
TOTAL	\$1,224.83

If you have any questions concerning this change order, contact Georges El Khazen at georges@gpeaststeel.com

THANK YOU FOR YOUR BUSINESS!

TIME & MATERIAL REPORT



WORK REPORTS ARE TO BE MADE OUT DAILY WHEN EXTRA WORK (AUTHORIZED OR UNAUTHORIZED) IS IN PROGRESS, AND MUST BE SUBMITTED FOR SIGNATURE DURING THE DAY FOLLOWING SUCH WORK. NOTIFICATION MUST BE GIVEN TO GILBANE PRIOR TO START OF EACH DAY'S WORK

SHIFT 12-8 : 8-4 : 4-12 : CE No. T-S - 40

DATE OF WORK 6/1/22

OF EACH DAY'S WORK.	
	GILBANE JOB NO. & DESCRIPTION
TRADE CONTRACTOR/SUBCONTRACTOR	Supermetal BPE
	well cooples as directed by Gilberg
FOT Protect Needs	work performed 6/1/22

LABOR/PERSONNEL	S.T.	1 1/2	DBL.	EQUIPMENT USED	
NAME CLASSIFICATION	TIME	TIME	TIME	TYPE-MANUFACTURER-CAPACITY	HRS
Tourneyner 4	8			welling couples By	
Forever 4	4			Wettin couples @ 4	
				0 011-0	
			egotiated 4		
	hc	ours for	journeyma	n	
				MATERIAL USED	
				FULL DESCRIPTION	QT
				We day Machine	6 h
				Wel)	

DATE DATE	/2/2/72	it, time and material us	ed but does not cha	inge contractual obligations of either party.	
A	A				
Name	Title	Gilbane	Name	Title Contractor's Agent cc: File	

Contractor - Original



Work verified by: __

Date Wed 6-1-22

Time Sheet for Extra Work Completed

# WORKERS	HOURS WORKED	DESCRIPTION
1	4	welding couplings on 3rd & coth food welding couplings on 4th Floor
1	4 8	welding couplings on 4th Flore
orman		3 1 3
	GRO	CO Negotiated 4
		rs for journeyman

Gilbane Building Company **Authorization To Proceed**



CONTRACT FOR: Brookline - Driscoll School

OWNER: Town of Brookline ADDRESS: 333 Washington Street

Brookline, MA, 02445

PROJECT NUMBER: ATP NO: ATP VERSION:

DATE OF ISSUANCE:

Gilbane Building

J08864.000

ATP-0131

Company

SUBMITTED BY:

ALTERNATE TRACKING#:

ARCHITECT: Jonathan Levi Architects LLC, Mark Warner

Gilbane Building Company submits herein its request to expend funds within the current Contract Sum/Project Budget for the work as described below. Upon your approval of this request, contractor amendments and/or purchase orders will be issued for the amounts indicated. Supporting documentation is attached as listed in Attachments below. Owner authorization is for cost of the work and does not constitute a change in the Contract Sum/Project Budget or Contract Time.

TITLE:

DESCRIPTION: Embeds were missed at core level 2 in Building A. RFI 422 was issued to provide a fix for the missed embeds. This ATP is to pay Supermetal for the fix out of contingency. Neither Marguerite or Supermetal are at fault for these being missed.

Attachments:

Number	Description:	PCI	Change Date	Revision
0000001	Back up for atp 131.pdf		09/07/2022	

The Following information is provided by Gilbane Building Company

Method of determining change in Contract:

☐ Guaranteed Maxin ☐ Other	num Price	☐ Cost Plus Fee	□ Unit Price	Lump Sum
		ATP Amount Dollar Amount: \$.0	00	
□ Fixed		☐ Estimated	☐ Time and Material	
		Change In Contract Time (Days): TBI		
□ Fixed	 Ma	ximum	☐ Estimated	

Job	PCI No.	Description	Phase Code	SubContractor	Amount	Accept?
J08864.000	BT-00036	Structural Steel		Supermetal Structures Inc.	\$2,124.00	C Yes C No
J08864.000		GILBANE CONTINGENCY (YFH)	02.89A.899900.X		-\$2,149.00	C Yes C No

Job	PCI No.	Description	Phase Code	SubContractor	Amount	Accept?
J08864.000		Subcontractor Default Insurance	99.975.996000.Z		\$25.00	∩ Yes∩ No
TOTAL FOR PCI No.	BT-00036				\$0.00	

Submitted Amt: \$.00

PROJECT NUMBER: J08864.000 ATP NO: ATP-0131 Page: 2 of 3

م مر ماانت	Duilding	Company
Jiidane.	Bullaina	Company

Gilbane Building Company

Signed: 9/7/2022 11:02:17 AM Eastern Standard Time - By: Linda Rosenberg (Senior Project Manager)

Gilbane Building Company: 10,20.1.75

Jonathan Levi Architects LLC

By: Carol Harris

Project Manager

Company: Jonathan Levi Architects

Date: 9/19/22

Printed Name: Carol Harris

LEFTFIELD, LLC

By: Lynn Stapleton

Title: OM

Company: LeftField Project Management

Date: 9/20/22

Printed Name: Lynn Stapleton

Town of Brookline

REVIEWED

By:
Title:
Company:
Date: 22 SEPTEMBER 2022
Printed Name: ANTHONY GUIGE



Date: 8/3/2021

Revised:

Project Name: Michael Driscoll School

Project No: J08864.000

Change Summary

Change Number: OS-00011

Description: HC Parking at Lower Lot

Bid Package / Scope of Work	Subcontractor	Cost
02A Abatement / Demolition	American	\$0.00
03A Concrete	Marguerite Concrete	\$0.00
05A Structural Steel	Supermetal	\$2,124.00
06A Millwork	Polybois	\$0.00
07C Metal Panels	Salem Glass	\$0.00
07D SPFP	Ricmor	\$0.00
08A Storefront	Salem Glass	\$0.00
08C Doors, Frames, and Hardware	Oconnor/Kamco	\$0.00
09A Drywall & General Trades	Central Ceilings	\$0.00
09F Wood Flooring	Keifer Northeast	\$0.00
09G Epoxy Flooring	Stonhard	\$0.00
09H Carpeting	Capital	\$0.00
10A Specialties		
10B Signage		\$0.00
10C OVHD	Baron	\$0.00
11A Food Service Equipment	Kitteridge	\$0.00
11B Gym Equipment and Bleachers	The Pappas Company	\$0.00
11D Theater Equipment	Barbazon	\$0.00
12A Window Treatment	Walker Specialties	\$0.00
31A Sitework	J. Derenzo Co.	\$0.00
32A Landscaping		\$0.00
Subguard Insurance (CDI)	1.20%	\$25.00
	Subcontractor Total	\$2,149.00



August 22, 2022

SMS-GIL-036

Guibane Building Company 10 Channel Center Street #100 Boston, MA 02210 United States

To the attention of: Colleen Shouldice Via e-mail <CShouldice@GilbaneCo.com>

REFERENCE: Brookline - Driscoll School J08864

STRUCTURAL STEEL Our Contract: C3406

OBJECT: RFI-422 (Missed embed at Core A L2)

Madam,

The following is to confirm the additional costs of **\$2,124** to fix a missing embed at core at level 2 in building A. Drafting hours were required to do the new shop drawing, FW drawings and update the erection drawing with the changes, as per RFI-422 response.

Please see below breakdown of the additional costs:

Coordination & Drafting (8 hours)	\$	600
Installation, including material and fabrication for new clip		
(GP East)	\$	1 524
•	TOTAL \$	2 124

This work has a potential impact on the overall schedule.

Should you have any questions, do not hesitate to contact me.

SUPERMÉTAL STRUCTURES INC.

Gabrielle Proulx-Nolin, Eng.

Project manager



Gilbane Building Company 10 Channel Center Street Suite 100 Roston, Massachusetts 022

Boston, Massachusetts 02210 Phone: (617) 478-2981

RECEIVED 15 JUL 2022

LeMessurier.

RFI #422

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

Lucas Seiferth (Gilbane Building Company)

Open

07/20/2022

Missed Embed at Core A 2nd Floor

FROM:

STATUS:

DUE DATE:

COST CODE:

SCHEDULE IMPACT:

SPEC SECTION:

REFERENCE:

TO: James Machek (Jonathan Levi Architects LLC)

Belinda Xian (LeMessurier Consultants, Inc.) Mark Warner (Jonathan Levi Architects LLC) Juho Lee (Jonathan Levi Architects LLC) Carol Harris (Jonathan Levi Architects LLC) Sue Hulbert (LeMessurier Consultants, Inc.)

DATE INITIATED: 07/15/2022

LOCATION:

PROJECT STAGE:

SUB JOB:
COST IMPACT:
DRAWING NUMBER:
LINKED DRAWINGS:

RECEIVED FROM: Peter Nahas (GP East Steel)

COPIES TO:

Tristan Bezzant (Gilbane Building Company), Anthony El Khazen (GP East Steel), Shruti Gautam (Marguerite Concrete Contractors, Inc), Jason Gouveia (Marguerite Concrete Contractors, Inc), William Heiberger (Gilbane Building Company), Jean-Francois Leclerc (Supermetal Structures Inc.), Frederic Moussette (Supermetal Structures Inc.), Peter Nahas (GP East Steel), Serge Neron (Supermetal Structures Inc.), Benjamin Peek (Gilbane Building Company), Lucas Seiferth (Gilbane Building Company), Colleen Shouldice (Gilbane Building Company), David Stempler (Marguerite Concrete Contractors, Inc), Derek Ullman (Gilbane Building Company), Brady Whitehill (Gilbane Building Company)

Question from Lucas Seiferth (Gilbane Building Company) at 02:36 PM on 07/15/2022

Please see attached marked up drawing highlighting the missed embed at the second floor landing at Core A. Also included in the attached document is the repair method used for the same missed embed at Stair C second floor landing, see RFI 348. Please confirm the repair is Field work solution is acceptable.

Attachments:

Missed Embed at Core A 2nd Floor.pdf

Awaiting an Official Response

All Replies:

The response solution provided in RFI 348 is also acceptable in the Core A location shown on this document. Susan K. Hulbert, P.E. LeM. 23 July 2022

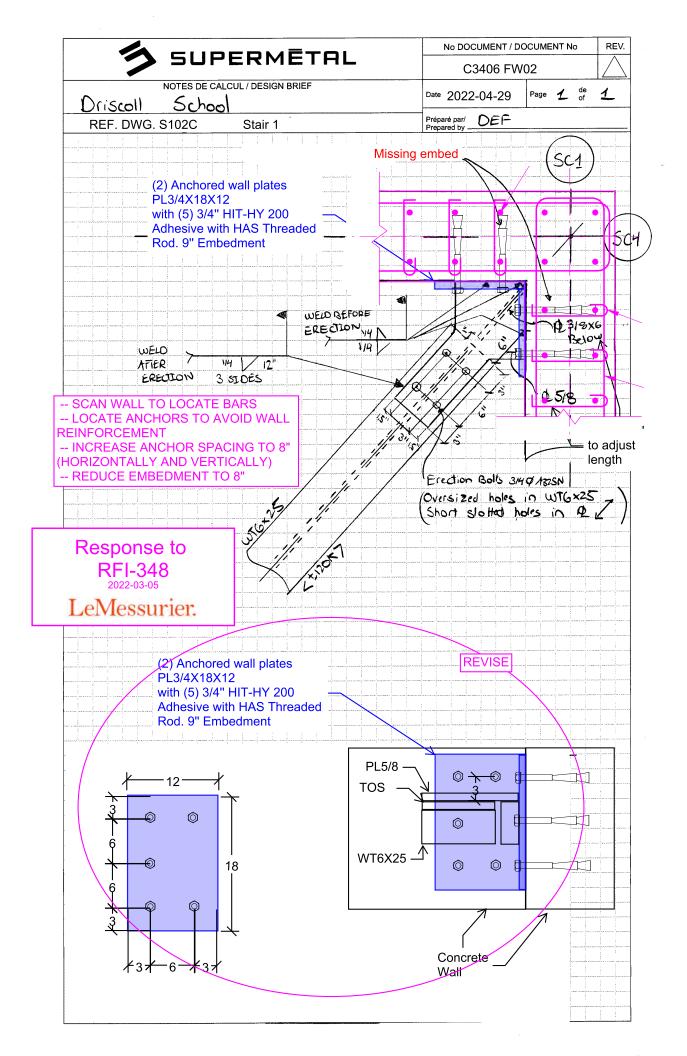
If the information provided in the response to this RFI constitutes a change in contract price or time, the trade contractor shall not proceed with this work unless authorized to do so by the Construction Manager in writing. The trade contractor shall provide the Construction Manager written notice within 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.

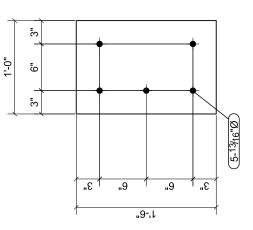
BY	DATE	COPIES TO



EMBED LAYOUT PLAN AT FLOOR 2 AT AREA A

NOTE: 1. ALL DIMENSION TO BE AT CENTER LINE OF EMBED.







08/04/2022 DATE

For Fabrication (RFI_422)
DESCRIPTION

REV

REF. DRG: SEE Grid Table

PAINT NO PAINT

2 - PLATE - 207M172 FINISH: NO PAINT

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		FINISH: NO PAINT	AINT					0	SUPERMEIAL SEED	EIAL	. E. C.	
1		BILL OF MATERIAL	- MA	FFR	IAI			STRE	STRENGTH AND FLEXIBILITY 1955, 5th STREET, INDUSTRIAL CENTER, SAINT-ROWALD (QUEBEC)	SAINT-ROWUALD (QUEBEC)	PAINT NO PAIN	NPO NO PAIR
1	7		HONL	1011	TAI CLEAN	0)10	ORDER	- Landardo	TTV IC	1000-100 (011)		
	ב כ	DESCRIPTION	LENGIH	WEIGHI	MAIERIAL	KEMAKKS	ITEM	LENGIH WEIGHI MAIERIAL REMARKS ITEM DESCRIPTION PLATE	PLAIE			
	2	PLATES						PROJECT NAME MICHAEL DRISCOLL MIDDLE SCHOOL	MICHAEL DE	SISCOLL MII	DDLE SCH	OOL
	2	PL3/4X12	16"	1'-6" 92 A36	A36	NP0		DRAWN BY	RSA	CHK BY	၁၁۲	
		TOTAL WEIGHT THIS DRAWING	S DRAWING	35				DRAWN DATE	08/02/2022 CHK DATE 04-Aug-2022	CHK DATE	19-Aug-2	022

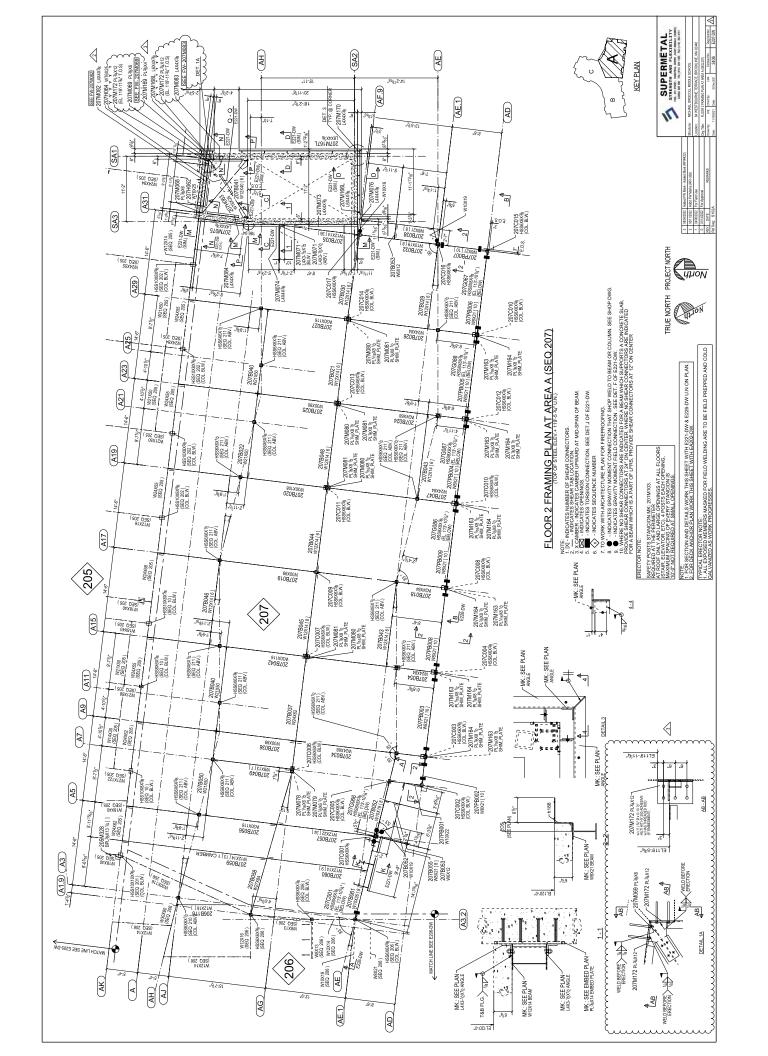
DRG No. A 0

3406 JOB No.

JCC 04-Aug-2022

North North 0 0 1:-11%16" (PL%X6 x 915/16") 0 0 FW-207M069 / PL%x13 15/16 EXISTING FIELD CUT 11/6" %9:61113

SUPERMĒTAL
STRENGTH AND FLEXZBLITY
(ALGAS OF DE TEXTERITY)
(ALGAS OF DE TEXTERITY BASING TO THE TEXTER ⋖ **A** FW- 207M083 L4X4X% x 4'-103/16" FIELD CUT THE ANGLE AS SHOWN CLOUDED TO SUIT THE NEW PLATE CONNECTION MK: 207M172, A-A FIELD WORKS: ..%9-.61113 AK .



GP East Steel Co

2707 Cranberry Highway, Bay #3 Wareham, MA 02571 +1 5084316153 kelli@gpeaststeel.com



BILL TO

Project Michael Driscoll School-SUPER METAL- Gilbane INVOICE GPE10042-U

DATE 07/26/2022 **TERMS** Net 30

DUE DATE 08/25/2022

PROJECT LOCATION-

Brookline, Ma

PO#-C3406

DATE	DESCRIPTION	AMOUNT
	RFI-422 Stair A , Level 2 Missing cross brace embed plates @ one corner. (scan, drilling & epoxy were done by Marguerite) MATERIAL AND FABRICATION- \$700 6 TOTAL MAN HRS 3 FOREMAN, 3 JIW OH/P	1,523.62

If you have any questions concerning this invoice, contact Georges El Khazen at Georges@gpeaststeel.com.

TOTAL DUE

\$1,523.62

Gilbane Building Company Authorization To Proceed



CONTRACT FOR: Brookline - Driscoll School

OWNER: Town of Brookline
ADDRESS: 333 Washington Street
Brookline , MA, 02445

PROJECT NUMBER: ATP NO: ATP VERSION: J08864.000 ATP-0132

DATE OF ISSUANCE: SUBMITTED BY:

Gilbane Building Company

ALTERNATE TRACKING#:

ARCHITECT: Jonathan Levi Architects LLC, Mark Warner

Gilbane Building Company submits herein its request to expend funds within the current Contract Sum/Project Budget for the work as described below. Upon your approval of this request, contractor amendments and/or purchase orders will be issued for the amounts indicated. Supporting documentation is attached as listed in Attachments below. Owner authorization is for cost of the work and does not constitute a change in the Contract Sum/Project Budget or Contract Time.

TITLE:

DESCRIPTION: Work to revise floor openings for kitchen floor pan drain in accordance with RFI 230.

Attachments:

Number	Description:	PCI	Change Date	Revision
0000001	Back up for ATP 132.pdf		09/07/2022	

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			
	ATP Amount		

Dollar Amount: \$.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	BT-00037	Structural Steel	01.05A.060000.I	Supermetal Structures Inc.	\$2,897.00	C Yes C No
J08864.000	BT-00037	GILBANE CONTINGENCY (YFH)	02.89A.899900.X		-\$2,932.00	C Yes C No

Job	PCI No.	Description	Phase Code	SubContractor	Amount	Accept?
J08864.000	- '	Subcontractor Default Insurance	99.975.996000.Z		\$35.00	∩ Yes ∩ No
TOTAL FOR PCI No.	BT-00037				\$0.00	

Submitted Amt: \$.00

Gilbane Building Company

Gilbane Building Company

Signed: 9/7/2022 11:25:36 AM Eastern Standard Time - By: Linda Rosenberg (Senior Project Manager)

Gilbane Building Company: 10.20.1.75

Jonathan Levi Architects LLC

By:	Carol Harris
Title:	Project Manager
Company:	Jonathan Levi Architects
Date:	9/19/22
Printed Name:	Carol Harris

LEFTFIELD, LLC

By:	Lynn Stapleton
Title:	OPM
Company:	LeftField Project Management
Date:	9/20/22
Printed Name:	Lynn Stapleton

Town of Brookline

REVIEWED

By:	
Title:	
Company:	
Date: Printed Name:	22 SEPTEMBER 2022
Name:	AN MN GO (42)



Date: 8/3/2021

Revised:

Project Name: Michael Driscoll School

Project No: J08864.000

Change Summary

Change Number: OS-00011

Description: HC Parking at Lower Lot

Bid Package / Scope of Work	Subcontractor	Cost
02A Abatement / Demolition	American	\$0.00
03A Concrete	Marguerite Concrete	\$0.00
05A Structural Steel	Supermetal	\$2,897.00
06A Millwork	Polybois	\$0.00
07C Metal Panels	Salem Glass	\$0.00
07D SPFP	Ricmor	\$0.00
08A Storefront	Salem Glass	\$0.00
08C Doors, Frames, and Hardware	Oconnor/Kamco	\$0.00
09A Drywall & General Trades	Central Ceilings	\$0.00
09F Wood Flooring	Keifer Northeast	\$0.00
09G Epoxy Flooring	Stonhard	\$0.00
09H Carpeting	Capital	\$0.00
10A Specialties		
10B Signage		\$0.00
10C OVHD	Baron	\$0.00
11A Food Service Equipment	Kitteridge	\$0.00
11B Gym Equipment and Bleachers	The Pappas Company	\$0.00
11D Theater Equipment	Barbazon	\$0.00
12A Window Treatment	Walker Specialties	\$0.00
31A Sitework	J. Derenzo Co.	\$0.00
32A Landscaping		\$0.00
Subguard Insurance (CDI)	1.20%	\$35.00
	Subcontractor Total	\$2,932.00



August 18, 2022

SMS-GIL-035

Guibane Building Company 10 Channel Center Street #100 Boston, MA 02210 United States

To the attention of: Colleen Shouldice Via e-mail <CShouldice@GilbaneCo.com>

REFERENCE: Brookline – Driscoll School J08864

STRUCTURAL STEEL Our Contract: C3406

OBJECT: RFI-230 (Slab opening revision)

Madam,

The following is to confirm the additional costs of \$2,897 for the revision of a slab opening at level 1 in building A. Drafting hours were required to revise the members around the opening and a new clip have been ordered and install on the column in place on site.

Please see below breakdown of the additional costs:

Installation, including material and fabrication for new	clip	4.047
(GP East)	TOTAL 6	1 847
	TOTAL \$	2 897

This work has a potential impact on the overall schedule.

Should you have any questions, do not hesitate to contact me.

SUPERMÉTAL STRUCTURES INC.

Gabrielle Proulx-Nolin, Eng.

Project manager



Gilbane Building Company 10 Channel Center Street Suite 100

Boston, Massachusetts 02210 Phone: (617) 478-2981

Project: J08864.000 - Michael Driscoll School - Brookline 64 Westbourne Terrace Brookline, Massachusetts 02446

Kitchen Floor Pan Depression Design

James Machek (Jonathan Levi Architects LLC) TO:

Belinda Xian (LeMessurier Consultants, Inc.) Mark Warner (Jonathan Levi Architects LLC) Juho Lee (Jonathan Levi Architects LLC) Carol Harris (Jonathan Levi Architects LLC)

Sue Hulbert (LeMessurier Consultants, Inc.)

DATE INITIATED: 01/19/2022 LOCATION: FLOOR 1

PROJECT STAGE: Course of Construction

SUB JOB:

COST IMPACT: Yes (Unknown)

DRAWING NUMBER: S101A

LINKED DRAWINGS:

RECEIVED FROM:

COPIES TO:

FROM: William Heiberger (Gilbane Building

Company)

7 Jackson Walkway

Providence, Rhode Island 02903

STATUS: Open **DUE DATE:** 01/24/2022

COST CODE:

SCHEDULE IMPACT:

SPEC SECTION: 05 30 00 - METAL DECKING REFERENCE: S101A, FS101 and FS-131A

Jean-Francois Leclerc (Supermetal Structures Inc.), Benjamin Peek (Gilbane Building Company), Brady Whitehill (Gilbane Building Company)

Question from William Heiberger (Gilbane Building Company) at 12:25 PM on 01/19/2022

There is kitchen floor slab opening shown on structural drawing S101A vs. a floor depression on Food Service drawing FS101 near col. lines AN & A14. The kitchen floor pan drain (food service item #29) is located and dimensioned on drawing FS-131A. Attached see the floor pan product information from Submittal #11 40 00 -2.6.4. The floor pan size is indicated as (20" x 20" x 4") with outside edges at (23" x 23" x 4"). The Plumbing has been coordinated to the dimensions shown on FS-131A. Sequence 201 Steel shop drawings (05 12 00-026) were submitted with the slab opening as shown on drawing S101A. The steel shops was returned with a note - "DEPRESSED SLAB EL. 105'-9".

Please provide structural design detail on how to support the metal deck for this depression with all dimensions required.

*Note: It is good practice to oversize the box-out depression in order fine tune the exact location after walls have been installed and to be able to set floor pan in grout.

Attachments:

05 12 00-026.00 Steel Sequence 201 Package REVIEW (2).pdf Pages from 11 40 00 - 2.6.2 Floor Pan ITEM #29.pdf FS131A FOODSERVICE EQUIPMENT SPECIAL CONDITIONS PLAN Rev.5 markup.pdf

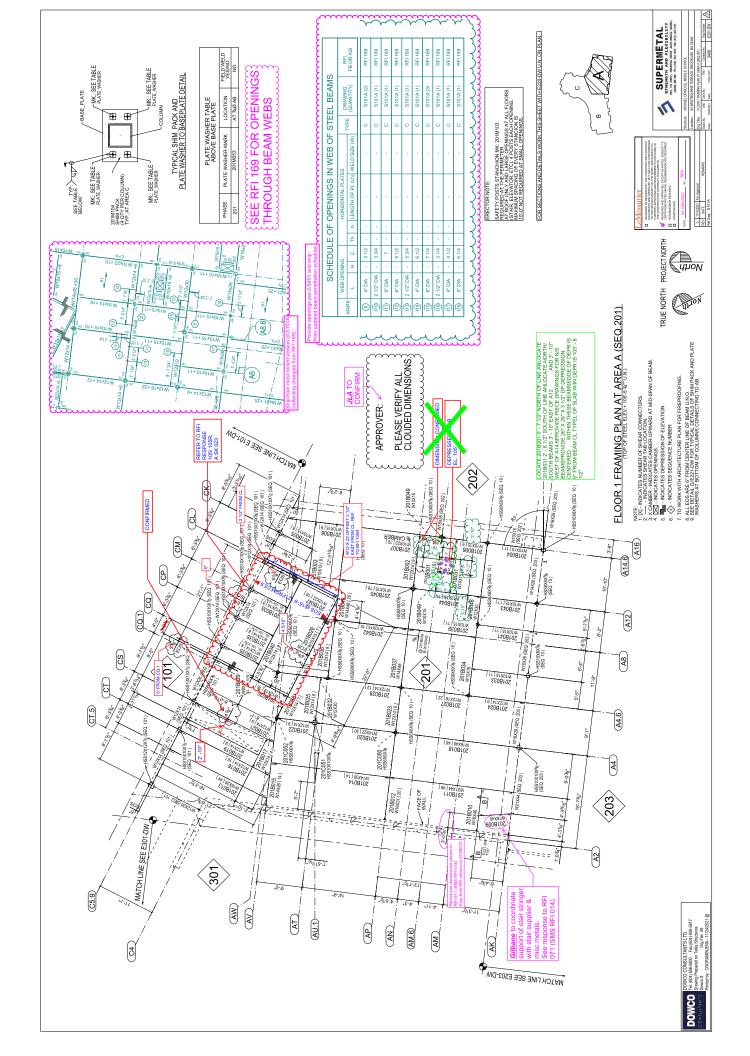
Awaiting an Official Response

All Replies:

Refer to following comments noted in green on sheet E201-DW, which locate the slab opening and centerlines of steel at slab depression. James Machek JLA

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.

ВҮ	DATE	COPIES TO



BOX DRAIN DETAIL SCALE: 6" = 1'-0" + 4" 0.D. DRAIN →



		daton 84	SCALE: A
		12/91/80	:3TAG 3USSI
S	BTAG NOISIVER	ЯЧИ	:Y8 NWARD

		$\overline{}$	
	AS NOTED	SCALE:	П
	12/91/80	:3TAG 3USSI	П
BEAISION D	MPR	DRAWN BY:	П

5 1/2".

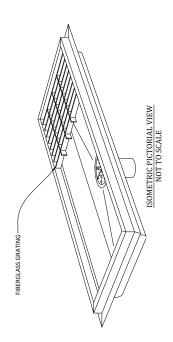
67	# M3TI
кітткерсе еблірмеит	:ROF:
- DRISCOFT SCHOOF	PROJECT

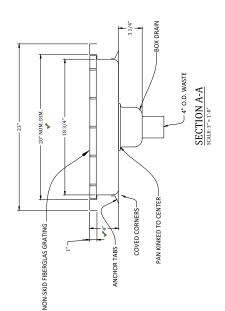


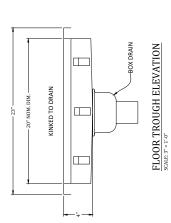


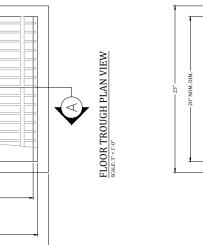
MATERIAL LIST	DESCRIPTION	C.H. BASKET ASS'Y W/WELDED CONNECTION (Ø4" WASTE)	McNICHOLS FIBERGLASS GRATING
	VENDOR#	D34-Y011MM	MS-R-100
	QTY	1	1
	ITEM #	56	56

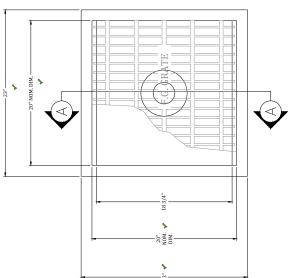
NOTE: GRATING TO BE CUT SO THAT THERE ARE NO POCKETS TO TRAP WATER AND MATERIAL ON SIDE LEDGES.

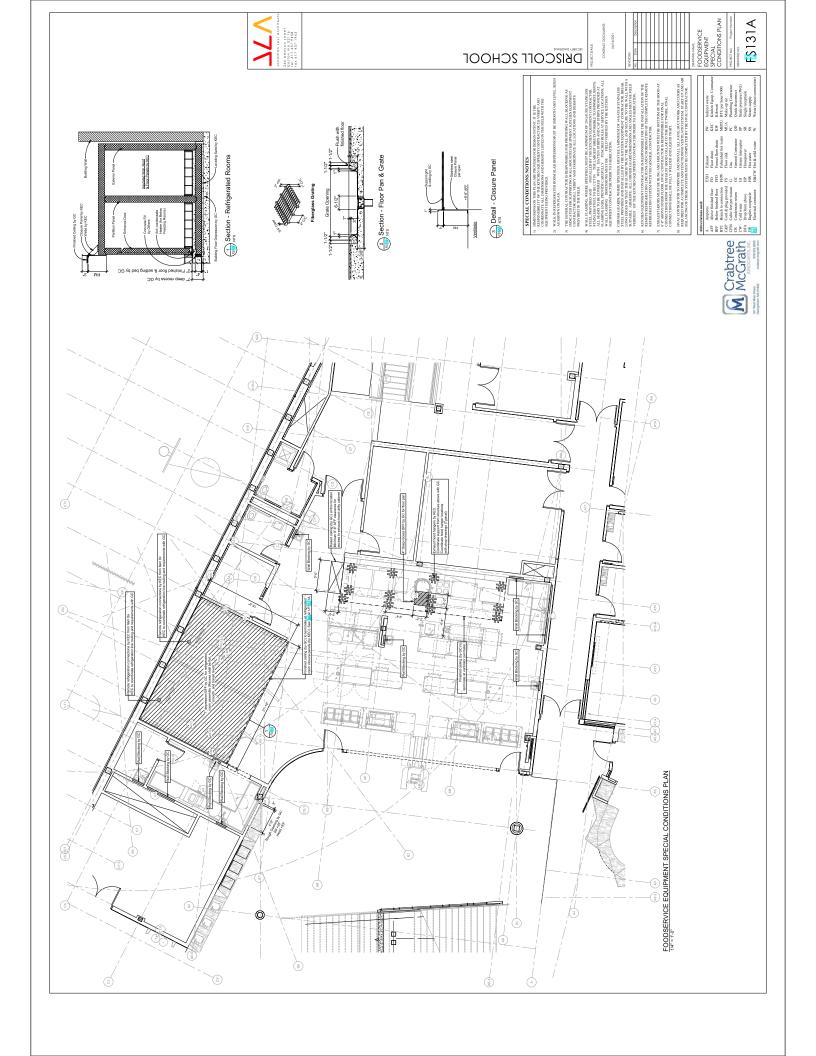












GP East Steel Co

2707 Cranberry Highway, Bay #3 Wareham, MA 02571 +1 5084316153 kelli@gpeaststeel.com



BILL TO

Project Michael Driscoll School-SUPER METAL- Gilbane

INVOICE GPE10042-Z

DATE 07/26/2022 **TERMS** Net 30

DUE DATE 08/25/2022

PROJECT LOCATION-

PO#-Brookline, Ma C3406

DATE	DESCRIPTION	AMOUNT
	RFI-230 FABRICATION AND DELIVERY OF NEW CLIP 8 HRS TOTAL MAN HRS. 1 HR CRANE FIR WATCH WELDING MACHINE OH / P Cut and remove existing clips, weld new connection in place, remove existing connection.	1,847.43

If you have any questions concerning this invoice, contact Georges El Khazen at Georges@gpeaststeel.com.

TOTAL DUE

\$1,847.43

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: ATP NO: ATP VERSION: DATE OF ISSUANCE:

03/22/2022 SUBMITTED BY: Gilbane Building Company

J08864.000

ATP-0057

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 #277 Top of Wall- C- Foundation Clarification at C21.6

DESCRIPTION: This ATP represents cost per RFI #277, this work was completed, reviewed, and signed off on T&M.

Attachments:

Number	Description:	PCI Number	Change Date	Revision
00216411		OS-00086	06/29/2022	Original Version

The Following information is provided by Gilbane Building Company

Method of determining change in Contract:

	Cost Plus Fee	■ Unit Price	Lump Sum
Other			

Change In Contract Sum Dollar Amount: \$30,005.00

■ Estimated ■ Time and Material Fixed

> Change In Contract Time Time (Days): TBD

√ Fixed

Job	PCI No.	Description	Phase Code	SubContractor	Amount	Accept?
J08864.000	OS-00086	Cast-In-Place Concrete		Marguerite Concrete Contractors, Inc	\$27,297.00	C Yes C No

Job	PCI No.	Description	Phase Code	SubContractor	Amount	Accept?
J08864.000	OS-00086	Gen & Excess Liability Insurance	99.970.950050.Z		\$786.00	C Yes C No
J08864.000	OS-00086	Performance & Payment Bond	99.970.997000.Z		\$166.00	C Yes C No
J08864.000	OS-00086	Subcontractor Default Insurance	99.975.996000.Z		\$328.00	C Yes C No
J08864.000	OS-00086	Fee	99.999.999000.Z		\$1,428.00	C Yes C No
TOTAL FOR PCI N	No. OS-00086		-		\$30,005.00	

Submitted Amt: \$30,005.00

Gilbane Building Company

Gilbane Building Company

Signed: 7/5/2022 7:36:33 AM Eastern Standard Time - By: Lynda Callahan (Senior Project Manager)

Gilbane Building Company: 10.41.37.246

Jonathan Levi Architects LLC

not Harris
ect Manager
athan Levi Architects
9/22
ol Harris

LEFTFIELD, LLC

By:	Lyun Stapleton
Title:	OPM
Company	LeftField Project Management
Date:	9/20/22
Printed Name	: Lynn Stapleton

Town of Brookline

REVIEWED

By:	
Title:	
Company:	
Date: Printed	21 SEPTEMBER ZOZZ
Printed Name:	ANTHONY QUICK



Gilbane Building Company 10 Channel Center Street Suite 100

Boston, Massachusetts 02210 Phone: (617) 478-2981

RECEIVED 24 FEB 2022

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

Lucas Seiferth (Gilbane Building Company)

Open

03/01/2022

Brookline, Massachusetts 02446

RFI #277

Top of Wall Clarification at C21.6

FROM:

STATUS:

DUE DATE:

COST CODE:

SCHEDULE IMPACT:

SPEC SECTION:

REFERENCE:

TO: Belinda Xian (LeMessurier Consultants, Inc.)
Mark Warner (Jonathan Levi Architects LLC)

Juho Lee (Jonathan Levi Architects LLC)
Carol Harris (Jonathan Levi Architects LLC)
Sue Hulbert (LeMessurier Consultants, Inc.)

DATE INITIATED: 02/24/2022

LOCATION:

PROJECT STAGE:

SUB JOB:

COST IMPACT: Yes (Unknown)

DRAWING NUMBER: LINKED DRAWINGS:

RECEIVED FROM: Jason Gouveia (Marguerite Concrete Contractors, Inc)

COPIES TO:

Lynda Callahan (Gilbane Building Company), Shruti Gautam (Marguerite Concrete Contractors, Inc), Jason Gouveia (Marguerite Concrete Contractors, Inc), William Heiberger (Gilbane Building Company), Benjamin Peek (Gilbane Building Company), Lucas Seiferth (Gilbane Building Company), Colleen Shouldice (Gilbane Building Company), David Stempler (Marguerite Concrete Contractors, Inc), Derek Ullman (Gilbane Building Company), Brady Whitehill (Gilbane Building Company)

Question from Lucas Seiferth (Gilbane Building Company) at 12:22 PM on 02/24/2022

Please see attached marked up drawings regarding the foundation wall along C21.6 Line. Per Detail 2/S301, and the approved shop drawings, the top of wall at CT.8 and CM at C21.6 was poured at elevation 118' 0". Per further review between GBCo and LeMessurier, the wall should have been poured at Elevation 119' 5 3/4". Please Confirm. also, per further review of the rebar shops, that top of wall between CM and CK at C21.6 should be at elevation 117' 11 3/4", rather than at elevation 120' 0" as shown on the approved rebar shops. Please confirm the top of wall elevations as noted. Due to the wall being poured 17 3/4" too per the approved shops, please provide a detail for adding a curb to the top of the wall. Please provide spacing, embed depth, and rebar size to bring the wall up to the correct elevation (119' 5 3/4")

Attachments:

Top of Wall Clarification at C21.6.pdf

Awaiting an Official Response

All Replies:

Refer to attached JLA comments noted in blue. Curb details along C21.6 between CK and CN to be addressed subsequently.

James Machek JLA 03/04/2022

See attached for LeMessurier response in magenta and orange.

Belinda B. Xian, EIT. LeMessurier. 04 MAR 2022

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.

ВҮ	DATE	COPIES TO

TOP OF STEEL ELEVATION 105' - 5 3/4" UNLESS NOTED (+) OR (-) ON PLAN. SIZE REINFORCEMENT INDICATES SLAB CONSTRUCTION OF 3 1/4" LIGHTWEIGHT CONCRETE ON 3" DEEP, GALVANIZED COMPOSITE STEEL DECK, (TOTAL THICKNESS = 6 1/4"). STEEL DECK SHALL HAVE A MINIMUM THICKNESS OF 18 GAGE FOR CENTER TO CENTER BEAM (WxL) (BOT EA WAY) 6F4 4' - 0" x 4' - 0" 1' - 6" 5 - #5 SPACING OF 12' - 8" OR LESS. WHERE CENTER TO CENTER BEAM SPACING EXCEEDS 12' - 8", STEEL DECK SHALL HAVE A MINIMUM THICKNESS OF 16 GAGE. 6F5 5' - 0" x 5' - 0" 1' - 6" 7 - #5 REINFORCE WITH MACROFIBERS (SEE SPEC) OR WWF 6x6 - W2.9xW2.9, FOR ADDITIONAL REQUIREMENTS SEE DETAIL 5 ON DRAWING S019, TYPICAL UNLESS 6F6 | 6' - 0" x 6' - 0" | 1' - 10" 7 - #6 INDICATES 8" FRAMED NORMAL WEIGHT CONCRETE SLAB.
REINFORCE WITH #5@12" TOP & BOTTOM EACH WAY. #6@11"OC SHORT BARS 6F6C | 6' - 0" x SEE PLAN | 1' - 10" 7 - #6 LONG BARS 6F7 7' - 0" x 7' - 0" 2' - 0" 10 - #6 6F8 8' - 0" x 8' - 0" 2' - 4" 9 - #7 #7@11"OC SHORT BARS 6F8C | 8' - 0" x SEE PLAN | 2' - 4" 9 - #7 LONG BARS 6F9 9' - 0" x 9' - 0" 2' - 6" 12 - #7 8. INDICATES TORSION CONNECTION, SEE DETAIL 1 ON DRAWING S016. 6F10 | 10' - 0" x 10' - 0" | 2' - 10" 11 - #8 26 - #8 SHORT BARS 6F1024 | 10' - 0" x 24' - 0" | 2' - 10" 11 - #8 LONG BARS 6F11 | 11' - 0" x 11' - 0" | 3' - 0" 14 - #8 6F12 | 12' - 0" x 12' - 0" | 3' - 3" 13 - #9 13 - #7 SHORT BARS 6F612 | 6' - 0" x 12' - 0" | 2' - 6" 7 - #7 LONG BARS F1. FOOTINGS SHALL BE CENTERED UNDER SUPPORTED MEMBERS AND(OR) GRIDS EXCEPT WHERE OTHERWISE DIMENSIONED OR NOTED ON PLAN. F2. ALL FOOTING REINFORCEMENT SHALL BE HOOKED BOTH ENDS. F3. [XX'-XX"] INDICATES BOTTOM OF FOOTING ELEVATION. F4. P1, ETC, INDICATES CONCRETE PIER, SEE DETAIL 9 ON DRAWING S012. SC1 OUTLINE OF CLASSROOM EXIST EGRESS here there are block-outs fo one face (#5@12" D&E). EXIST BLDG GRADE AT SE CORN OF 2
EXIST BLDG FL 106'-6" +/- S306 ASSUME BOF EL 102'-6" Orill & Epoxy grout #5@12" bars on each face between block-outs. PIPE INV EL 102' PROVIDE BENTPLATE POURSTOP PROVIDE BENTPLATE POURSTOP
PER 10/S019 LINE C14 TO C16 FOR
BACKBOARD ATTACHMENT (BASIS OF
DESIGN EL 105'-7 1/2"). COORD WITH
APPROVED SHOP DRAWINGS.

FLOOR 1 NOTES:

1. TOP OF CONCRETE ELEVATION 106' - 0" UNLESS NOTED OTHERWISE.

GENERAL NOTES:

FOOTING SCHEDULE

ALLOWABLE BEARING 6 KSF

- 1. FOR GENERAL NOTES AND ABBREVIATIONS, SEE DRAWINGS S0.01 AND S0.02. FOR TYPICAL DETAILS, SEE DRAWINGS S011 THRU S019.
- 2. FOR COLUMN SCHEDULE AND DETAILS SEE DRAWINGS S201 THRU S204
- INDICATES COLUMN STARTS.
- INDICATES CONTINUOUS COLUMN.
- INDICATES COLUMN STOPS.
- 3. ETC, INDICATES STEP IN STRUCTURAL SLAB, SEE DETAIL 4 ON DRAWING S015.
- 4. ETC, INDICATES SPAN DIRECTION OF STEEL DECK. DECK SHALL SPAN IN DIRECTIONS SHOWN ON DRAWINGS.
- 5. FOR BEAM EXPLANATION DIAGRAM SEE DETAIL 1 ON DRAWING S011.
- 6. INDICATES GRAVITY MOMENT CONNECTION, SEE DRAWING S0.16.
- 7. O INDICATES OPENING IN WEB OF BEAM, SEE DETAIL 2 ON DRAWING S401.
- 9. INDICATES SHEAR PLATE CONNECTION, SEE DETAIL 3 ON DRAWING S018.
- 10. INDICATES NOTCH AT END OF STEEL BEAM, SEE DETAIL 1 ON DRAWING S401.
- 11. FOR GRID DIMENSIONS SEE ARCHT DRAWINGS (A05x SERIES).
- 12. FOR SLAB DIMENSIONS SEE ARCHT DRAWINGS (A11xA, A11xB, A11xC SERIES).
- 13. FOR WIND GIRT FRAMING (HORIZONTALS & VERTICALS) THAT OCCUR BETWEEN FLOOR FRAMING LEVELS SEE DRAWINGS S111A, S111B & S111C.

Jonathan Levi Architects 266 beacon street boston ma 02116 tel 617 437 9458 fax 617 437 1965

LeMessurier. 1380 SOLDIERS FIELD ROAD **BOSTON, MA 02135** 617-868-1200 WWW.LEMESSURIER.COM

PROJECT STATUS

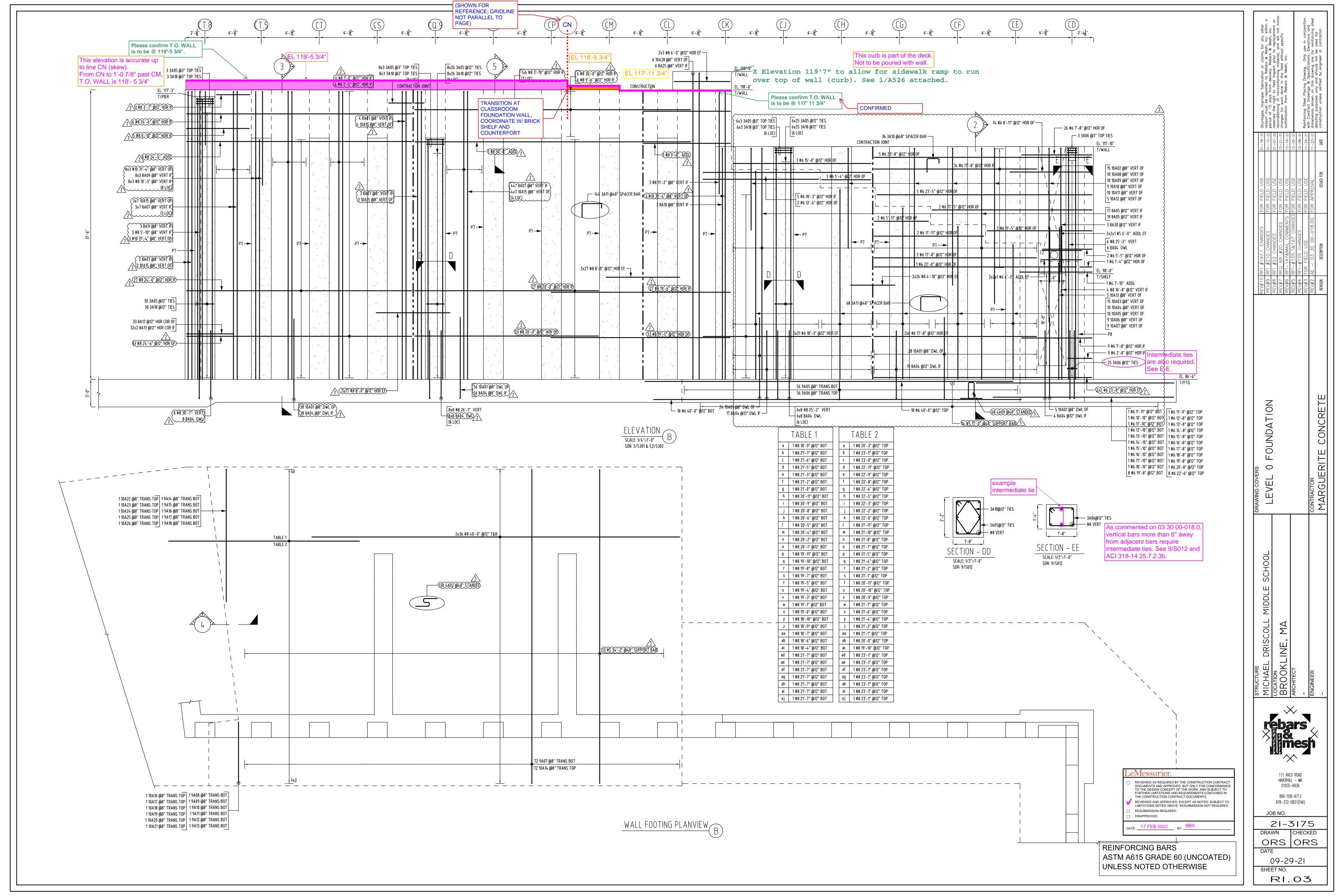
CONTRACT DOCUMENTS 04/16/2021

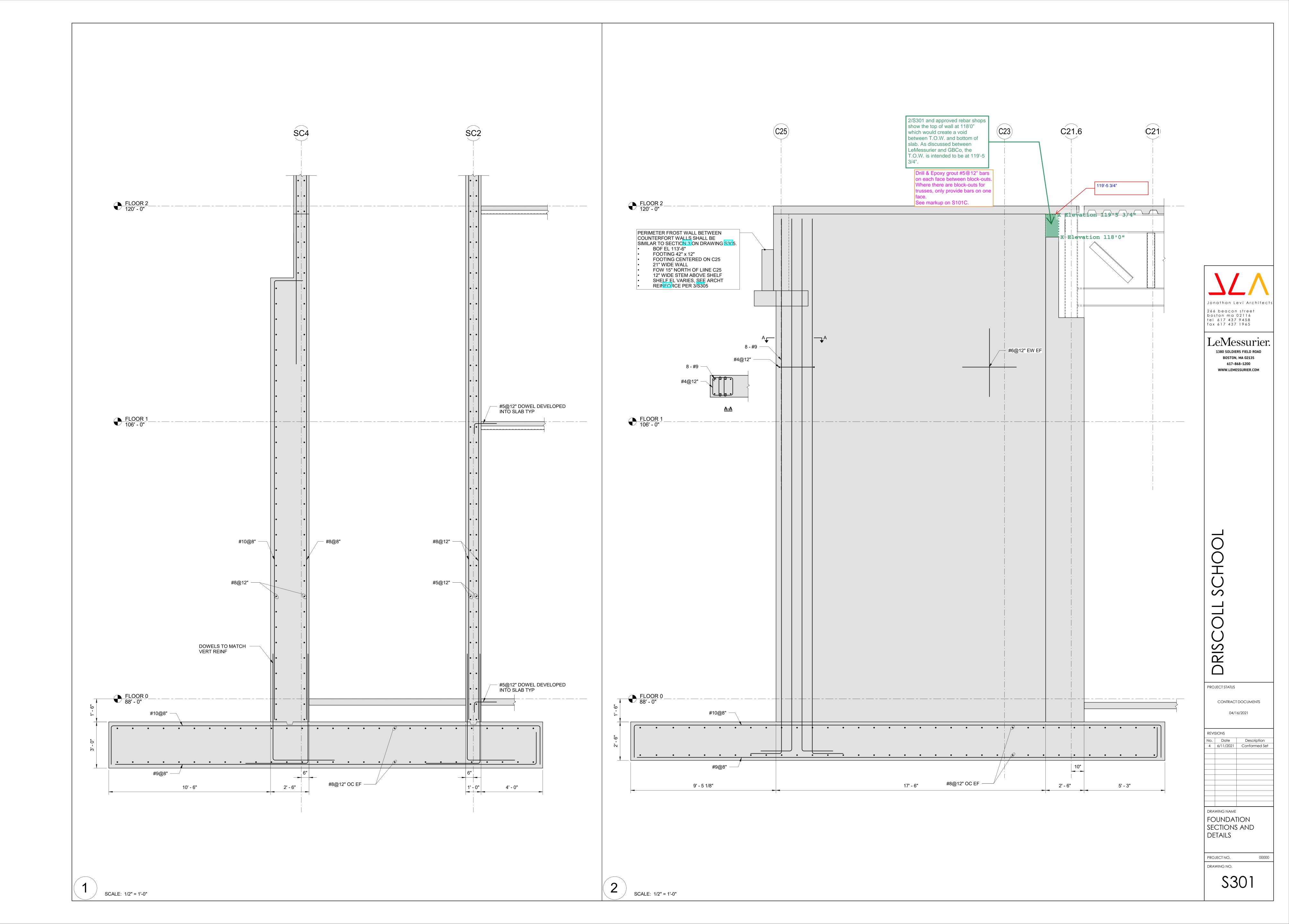
4 6/11/2021 Conformed Set

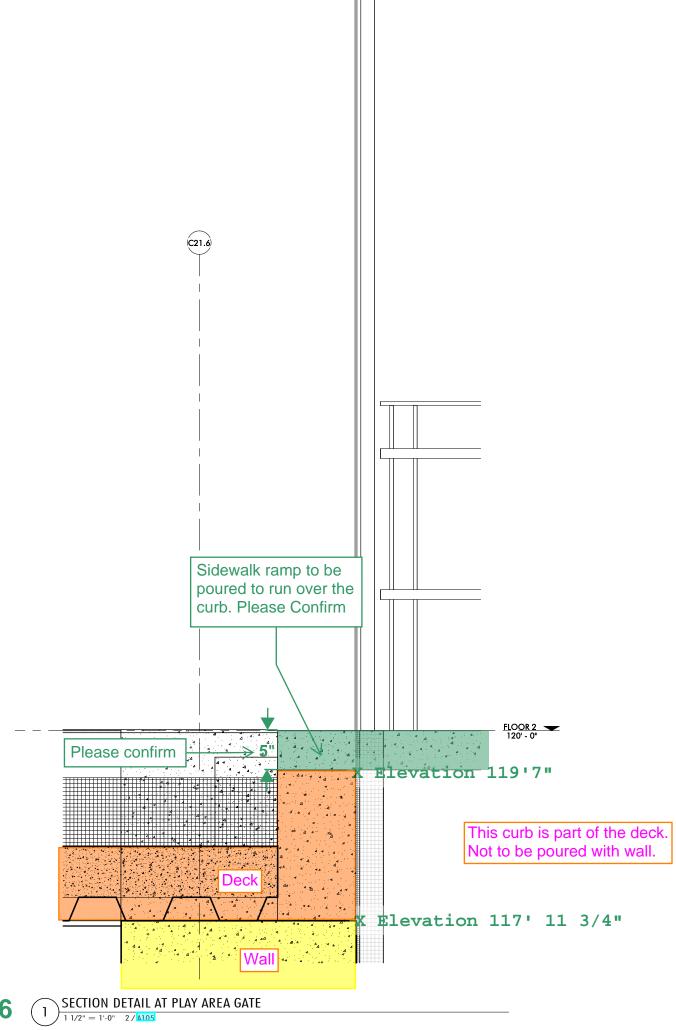
FRAMING PLAN -FLOOR 1 - C

PROJECT NO.

DRAWING NO. \$101C







FLOOR 2 NOTES: 1. TOP OF CONCRETE ELEVATION 120-' - 0" UNLESS NOTED OTHERWISE.

TOP OF STEEL ELEVATION 119' - 5 3/4" UNLESS NOTED (+) OR (-) ON PLAN.

2. S1 INDICATES SLAB CONSTRUCTION OF 3 1/4" LIGHTWEIGHT CONCRETE ON 3" DEEP, GALVANIZED COMPOSITE STEEL DECK, (TOTAL THICKNESS = 6 1/4"). STEEL DECK

2. FOR COLUMN SCHEDULE AND DETAILS SEE DRAWINGS S201 THRU S204

3. FOR COLUMN SCHEDULE AND DETAILS SEE DRAWINGS S201 THRU S204 SHALL HAVE A MINIMUM THICKNESS OF 18 GAGE FOR CENTER TO CENTER BEAM SPACING OF 12' - 8" OR LESS. WHERE CENTER TO CENTER BEAM SPACING EXCEEDS 12' - 8", STEEL DECK SHALL HAVE A MINIMUM THICKNESS OF 16 GAGE. REINFORCE WITH MACROFIBERS (SEE SPEC) OR WWF 6x6 - W2.9xW2.9, FOR ADDITIONAL REQUIREMENTS SEE DETAIL 5 ON DRAWING S019, TYPICAL UNLESS

3. S4 INDICATES SLAB CONSTRUCTION OF 6 1/2" LIGHTWEIGHT CONCRETE ON 3" DEEP, 18 GAGE MINIMUM, GALVANIZED COMPOSITE STEEL DECK, (TOTAL THICKNESS = 9 1/2"). REINFORCE WITH MACROFIBERS (SEE SPEC) OR WWF6x6 - W2.9xW2.9 PLUS #5@12" OC TOP EACH WAY, FOR ADDITIONAL REQUIREMENTS SEE DETAIL 5 ON DRAWING S019, TYPICAL UNLESS NOTED OTHERWISE.

GENERAL NOTES:

1. FOR GENERAL NOTES AND ABBREVIATIONS, SEE DRAWINGS S0.01 AND S0.02. FOR TYPICAL DETAILS, SEE DRAWINGS S011 THRU S019.

INDICATES COLUMN STARTS.

INDICATES CONTINUOUS COLUMN.

INDICATES COLUMN STOPS.

3. ETC, INDICATES STEP IN STRUCTURAL SLAB, SEE DETAIL 4 ON DRAWING S015.

4. ETC, INDICATES SPAN DIRECTION OF STEEL DECK. DECK SHALL SPAN IN DIRECTIONS SHOWN ON DRAWINGS.

5. FOR BEAM EXPLANATION DIAGRAM SEE DETAIL 1 ON DRAWING S011.

6. INDICATES GRAVITY MOMENT CONNECTION, SEE DRAWING S0.16. 7. O INDICATES OPENING IN WEB OF BEAM, SEE DETAIL 2 ON DRAWING S401.

8. Implicates torsion connection, see Detail 1 on Drawing S016.

9. — INDICATES SHEAR PLATE CONNECTION, SEE DETAIL 3 ON DRAWING S018.

10. INDICATES NOTCH AT END OF STEEL BEAM, SEE DETAIL 1 ON DRAWING S401.

11. FOR GRID DIMENSIONS SEE ARCHT DRAWINGS (A05x SERIES).

12. FOR SLAB DIMENSIONS SEE ARCHT DRAWINGS (A11xA, A11xB, A11xC SERIES).

13. FOR WIND GIRT FRAMING (HORIZONTALS & VERTICALS) THAT OCCUR BETWEEN FLOOR FRAMING LEVELS, SEE DRAWING S111A.

> Jonathan Levi Architects 266 beacon street boston ma 02116 tel 617 437 9458 fax 617 437 1965

LeMessurier. 1380 SOLDIERS FIELD ROAD **BOSTON, MA 02135** 617-868-1200 WWW.LEMESSURIER.COM

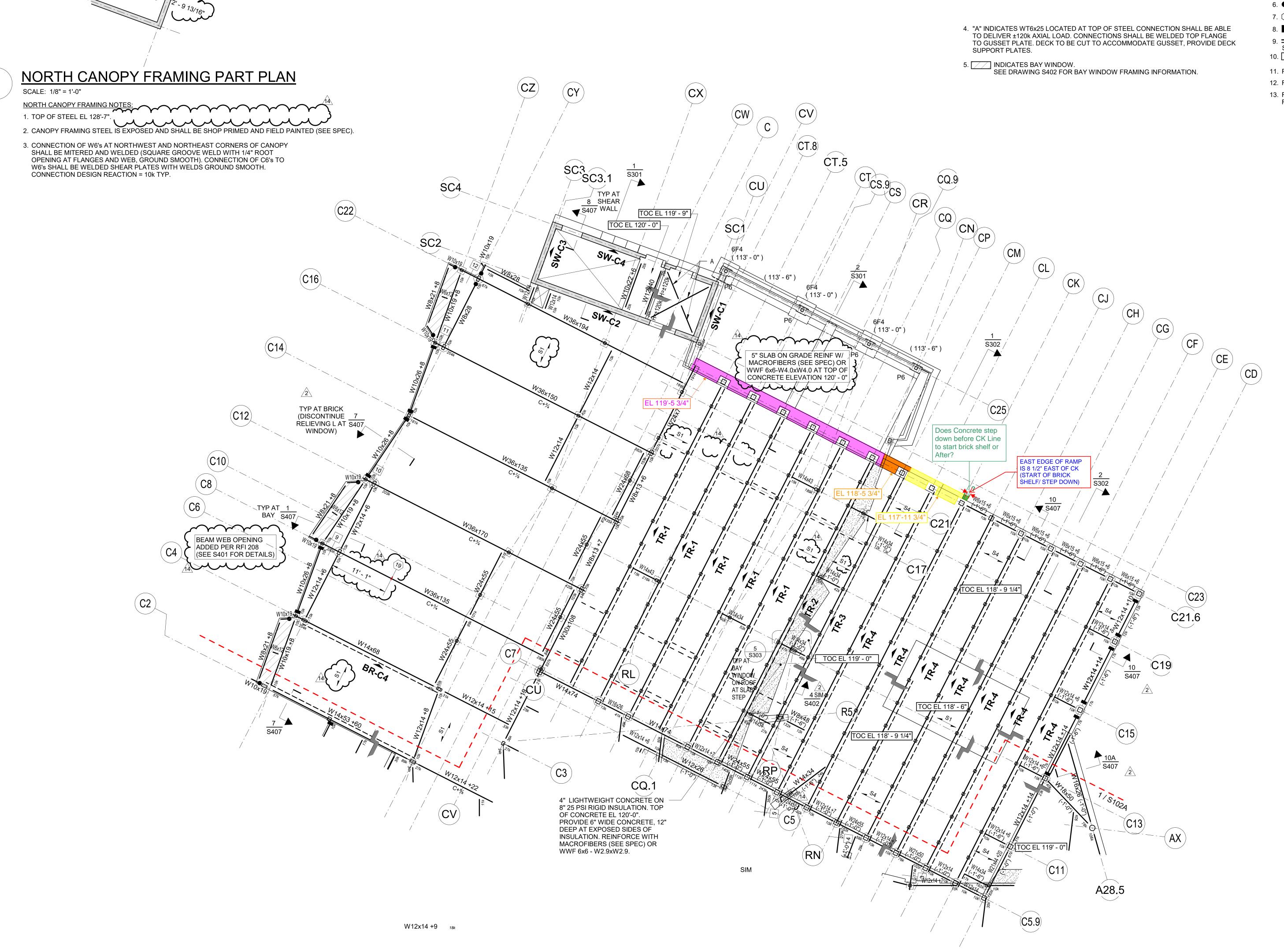
PROJECT STATUS

CONTRACT DOCUMENTS 04/16/2021

REVISIONS 5/5/2021 Addendum 2 4 6/11/2021 Conformed Set 14 2/10/2022

FRAMING PLAN -FLOOR 2 - C

DRAWING NO.





Date: 6/29/2022

Revised:

Project Name: Project No: Michael Driscoll School

J08864

Change Summary

Change Number: OS-00086

Description: RFI #277 Top of Wall- C- Foundation Clarification at C21.6

Bid Package / Scope of Work	Subcontractor	Cost	
02A Abatement / Demolition	American Environmental	\$0.00	
03A Concrete	Marguerite Concrete, Inc.	\$27,297.00	
05A Structural Steel	SuperMetal Structures Inc.	\$0.00	
06A Millwork	Polybois	\$0.00	
07C Metal Panel	Salem Glass Company	\$0.00	
07D Spray Fireproofing	Ricmor Construction, Inc.	\$0.00	
08A Storefront	Salam Glass Company	00.02	
08C Doors, Frames, and Hardware	Kamco Supply Corp. of Boston	\$0.00	
09A Drywall & General Trades		\$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	
11B Gym Equipment and Bleachers	The Pappas Co.	\$0.00	
11C Food Service Equipment	Kitteridge Equipment Company, Inc.	\$0.00	
11D Theater Equipment	Barbazon	\$0.00	
	J. Derenzo Co.	\$0.00	
32A Landscaping		\$0.00	
Subguard Insurance (CDI)	1.20%	\$328.00	
	Subcontractor Total	\$27,625.00	

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)		
	Trade Contractor Total	\$0.00

Subcontractor/Trade Contractor Total	-	\$27,625.00
General Conditions		\$0.00
CM Bond	0.600%	\$166.00
Total CCIP	2.750%	\$786.00
Fee	5.00%	\$1,428.00
TOTAL		\$30,005.00



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

Prime Contract Potential Change Order #020: RFI-277 - TOW - Foundation Walls - C

то:	Gilbane Building Company 10 Channel Center St Suite 100 Boston, Massachusetts 02210	FROM:	Marguerite Concrete Inc. 11 Rosenfeld Drive Hopedale, Massachusetts 01747
PCO NUMBER/REVISION:	020 / 0	CONTRACT:	1 - Driscoll School Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	David Stempler (Marguerite Concrete Inc.)
STATUS:	Pending - Proceeding	CREATED DATE:	3/21/2022
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
		TOTAL AMOUNT:	\$27,297.01

POTENTIAL CHANGE ORDER TITLE: RFI-277 - TOW - Foundation Walls - C

CHANGE REASON: No Change Reason

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

CE #042 - RFI-277 - TOW - Foundation Walls - C

RFI-277 - TOW - Foundation Walls - C

ATTACHMENTS:

Forklift.pdf Sunbelt scissors lift.pdf 1-126097902-0000.pdf Driscoll Middle School CO #10 3-9-22 - RFI 277 TOW C.pdf Pro-Scanning.pdf GBCO Ticket #189- 3-28-22 to 4-1-22.pdf GBCO Ticket #188- 3-221-22 to 3-26-22.pdf

<u>Description</u>	<u>UOM</u>	<u>Unit Price</u>	Quantity	Subtotal
Carpenter Foreman	hours	\$116.00	81.5	\$9,454.00
Carpenter Journeyman	hours	\$115.70	3.5	\$404.95
Laborer Journeyman	hours	\$95.50	75.5	\$7,210.25
Ironworker Journeyman	hours	\$115.17	4	\$460.68
Ironworker Foreman	hours	\$115.47	4	\$461.88
Crane Operator	hours	\$114.11	4.5	\$513.50
Concrete	су	\$120.00	5	\$600.00
Rebar	Is	\$1,058.00	1	\$1,058.00
DW 200 Epoxy	ea	\$45.00	6	\$270.00
Drill Bit	ea	\$78.00	4	\$312.00
Pro Scanning	Is	\$2,320.00	1	\$2,320.00
Forklift	days	\$675.00	0.5	\$337.50
39' Scissor lift	weeks	\$755.00	1	\$755.00
37' Scissor Lift	weeks	\$755.00	1	\$755.00
125' Boom Lift	weeks	\$1,585.00	1	\$1,585.00
	\$799.25			
	\$27,297.01			





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 DATE

page 2 of 2 Printed On: 6/22/2022 03:43 PM

TIME & MATERIAL REPORT



No 0189

WORK REPORTS ARE TO BE MADE OUT DAILY WHEN EXTRA WORK (AUTHORIZED OR UNAUTHORIZED) IS IN PROGRESS, AND MUST BE SUBMITTED FOR SIGNATURE DURING THE DAY FOLLOWING SUCH WORK. NOTIFICATION MUST BE GIVEN TO GILBANE PRIOR TO START OF EACH DAY'S WORK.

SHIFT 12-8 : 8-4 : 4-12 : CE No. OS-8 6 DATE OF WORK 3 28 to 4 1

GILBANE JOB NO. & DESCRIPTION MDS

TRADE CONTRACTOR/SUBCONTRACTOR Marguerite

WORK DESCRIPTION, LOCATION RFI #247

LABOR/PERSONNEL	S.T.	1 1/2	DBL.	EQUIPMENT USED	
NAME CLASSIFICATION	TIME	TIME	TIME	TYPE-MANUFACTURER-CAPACITY	HRS
Dave Conton-3/28-CF	8			7 (1 2 111 112 12 12 12 12 12 12 12 12 12 1	,
Was 1x004-3/28	8				
Dave Hoore - 3/28-INF	2				
Oscar Perlera- 3/28	4				
Matt Cremins-3/28 INF	2				
Dave Conlon- 3/29-CF	6				
Mike Colometo-3/29	6				
Charlie Mulvey -3/30	4	1/2			
Jason Gouriea -3/30 - CS	2	1/2		MATERIAL USED	
Dave Conlon-3/36-CF	8	1/2		FULL DESCRIPTION	QTY
nike Colometo -3/30	8	1/2			
Dan Teixeira - 3/30-van	4	1/2			
Rob Baptista - 3/30 - CF		1/2			
Lucas 1xcox - 3/30	4	112			
Dave (on)on - 3/31- CF	8				
Lucas 1×1071 - 3/31	8				
Lucas 14004-3/3/-	¢8				
"sign Dave Conton -4/1	4			pes not change contractual obligations of either party."	
DATI Lucas axcoy-4/1	4			, > ~ /	
TOTAL LABOR/PERSONNEL	102	61/2	. 6	1/2 hours 5/10	
Name Title	Gilba	ine	100	ame Title Contractor's Agent	

File

Contractor - Original

cc:



JOB WORK ORDER

CONCRETE, INC.

18707

11 ROSENFELD DRIVE DATE OF WORK HOPEDALE, MA 01747 (P): 508-482-0060 (F): 508-482-0066 JOB NAME: GENERAL/CONTRACTOR: 1/100 WORK PERFORMED: **DESCRIPTION OF EXTRA WORK: EXTRA EQUIPMENT:** LABOR RECORD OF EXTRA WORK PERFORMED Iron **Employee Name** Cement. Straight Carpenter Laborer Operator OT worker Finisher Hours Contorn CF IWF CF 30 9. 10. 30 12. crane 13. **EXTRA MATERIALS PURCHASED** (Supplier Name, Ticket #, Amt of Material, Pulled from Stock, Receipts, etc) 8 VCas WORK AUTHORIZATION SIGNATURE: PRINTED NAME: DATE:

TIME & MATERIAL REPORT



WORK REPORTS ARE TO BE MADE OUT DAILY WHEN EXTRA WORK (AUTHORIZED OR UNAUTHORIZED) IS IN PROGRESS, AND MUST BE SUBMITTED FOR SIGNATURE DURING THE DAY FOLLOWING SUCH WORK. NOTIFICATION MUST BE GIVEN TO GILBANE PRIOR TO START OF EACH DAY'S WORK

SHIFT 12-8 [; 8-4 [; 4-12 []

CE No. 05 - 8 6

DATE OF WORK 3 21 -> 3 26 22

OF EACH DAY'S WORK.	5/112 01	World Die Value
er zhen zhi e wenik	GILBANE JOB NO. & DESCRIPTION	MDS
TRADE CONTRACTOR/SUBCONTRACTOR _		
WORK DESCRIPTION, LOCATION PFI	# 277	

LABOR/PERSONNEL	S.T.	1 1/2	DBL.	EQUIPMENT USED	7
NAME CLASSIFICATION	TIME	TIME	TIME	TYPE-MANUFACTURER-CAPACITY	HRS
Jason Gourica -3/21	4				1
Lucas 1x00y -3/21	8				
David Conton - 3/21-CF	8				
Lucas 1x coy - 3/25	8				
Paul Cabrier -3/25-CF	-			<u> </u>	
Dave Conion - 3/25-CF	8				
Dave Conjon-3/26-CF		6	•		
Paul Cabrier - 3/26-CF		6			
Ray Burrows-3/26		3.5		MATERIAL USED	
weas 1x04-3/26		8		FULL DESCRIPTION	QTY
TOTAL LABOR/PERSONNEL	44	23.5			

"Signature acknowledges labor, equipment, time and material used but does not change contractual obligations of either party."

Mame Title Gilbane

South Name

Title Contractor's Agent

cc: File

Contractor - Original



JOB WORK ORDER

18705

11 ROSENFELD DRIVE HOPEDALE, MA 01747

DATE OF WORK 12

(P): 508-482-0060 (F):	508-482-0066		_	/	11-401	the	6			
DRISCOLL SCHOOL		G	GENERAL CONTRACTOR:							
WORK PERFORMED:			011	ban	0					
WORK PERFORMED.										
DESCRIPTION OF EXTRA WORK:	RFI	777								
1, 4	115	1 1								
	,				_					
EXTRA EQUIPMENT: UIL HOPPEV	, 125 Boor	n ,3-	71505	Son !	39'50	SSOR	3/4	"DRILL		
Ig HAMMER DRILL AS RE	100 D(1)200	FROY	allato	hed in	ar Sich.	50	nc 41	00232		
10	BOD DECORD O	E EVED	MODIL	DEDECO	at appoint	27.	U3 10	17636		
Employee Name	BOR RECORD C	Iron			T	Cement.	Straight	1		
		worker	Carpenter	Laborer	Operator	Finisher	Hours	ОТ		
1. Jason Govuein	3/21		65				4			
2. lucius Ixcoy	3/21			1			8			
3. DAVID Conton	3 21		CF				8			
4.) Jas 1x Wy	3/25						8			
5. faul lables	3/25		CF				8			
6. DAVE Conloy	3/25		CF				8			
7. DAVE Conton	3/26		CF				1	6		
8. faul letter	3/26		CF					6		
9. RAY BUTTOWS	3/26		_					3.5		
10. VCas 1x64	3/26			-				8		
11.	,									
12.										
13.										
	EXTRA MA									
	(Supplier Name, Ticket #, A	mt of Materia	l, Pulled from St	ock, Receipts,	etc)					
						_				
VORK AUTHORIZATION SIGNATURE:	PRINTED	NAMF.			- I	DATE:				
	T I I I I I I	.armvil.				JAIL.				



CHANGE ORDER AUTHORIZATION #10

10:	Dave Stempler/Shri	uti Gautam	From:	Marilyn Erickson
Customer:	Marguerite Concret	:e	Project:	Michael Driscoll Middle School
Date:	3/9/22	D	ate Required on Job:	TBD
Dave Stem	pler/Shruti Gautam	has authorized rel	bars & mesh, Inc. to	supply the material listed below which is EXTRA to this
(Project man				
The additional	material has caused a	net:	1	
	Weight	412	LBS	
	Cost	\$483.00		
	Detailing	\$75.00		
	Freight	\$500.00	if ships alone	
	TOTAL	\$1,058.00		
WE C			ATERIAL UNTIL V E ORDER IS RECI	WRITTEN AUTHORIZATION EIVED
The terms and corder.	onditions of our original co	ontract shall apply. Plea	ase sign below and return t	to our office so that we may proceed with this
Project Mana	ager Signature:		Date:	
Please Print I	Name:		Date:	

Scan Pro of Boston dba Pro Scanning

PO Box 320488 Boston, MA 02132 (617) 799-9777



INVOICE # 15675

DATE 03/10/2022

DUE DATE 04/09/2022

TERMS NET 30 {6}

BILL TO

Marguerite Concrete 11 Rosenfeld Ave Hopedale, MA 01747

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

JOB TICKET

8014

725 W	ashington St, Brookline	BALANCE DUE	\$2,320.00
8	hours scanning concrete per customer's direction. reviewed.	Marked concrete with findings and	2,320.00
QTY	DESCRIPTION		AMOUNT



Date: 1/11/22
Time: 9:24

Ahern Rentals

Phone: 800-400-1610

702-966-4900

Fax #:

To:	
Company:	
J	
From:	OUSR AHERN RENTALS
Location:	AHERN NORTH ATLANTIC DISTRICT1

TERMS AND CONDITIONS AGREED TO IN THIS RENTAL OUT CONTRACT

1. Terms. Ahern Rentals Inc. ("Lessor") hereby rents to the customer named on Page 1, including, but not limited to, such customer's representatives, employees, agents, officers, and/or anyone signing on their behalf (collectively, the "Customer") equipment(s) and/or services described on Page 1, together with all tools, tires, attachments, additions, and accessories related thereto (collectively, the "Equipment"), subject to the terms and conditions contained in this Contract. Rental of the Equipment shall be for the period beginning when the Equipment is delivered to Customer and/or the job location identified on Page 1, and continues in effect until the Equipment is returned to Lessor and/or actual pickup of Equipment by Lessor (the "Rental Period").

returned to Lessor and/or actual pickup of Equipment by Lessor (the "Rental Period").

2. Customer Responsibilities. Customer shall: (a) ensure that all safety and operating information, including manuals, log books and warning labels supplied with Equipment are attached to or otherwise kept with Equipment and brought to the attention of, explained to, and reviewed with, each and every person operating or otherwise utilizing Equipment; (b) not alter, deface, erase or remove any identifying mark, plate or number on or in Equipment or otherwise interfere with Equipment; (c) not alter, or affix or attach anything to Equipment; (d) not permit the key(s) to be left in the ignition while Equipment is unattended or otherwise allow the Equipment to be accessible by unauthorized persons while the Equipment is unattended; and (e) not move or transport the Equipment from the job location set forth on Page 1 hereof without Lessor's prior written consent.

3. Customer Representations. By renting Equipment from Lessor Customer represents and

3. Customer Representations. By renting Equipment from Lessor, Customer represents and warrants that: (a) any apparent agent at the job location is authorized to accept delivery of the requipment; (a) any apparent agent at the job location is authorized to accept derivery of the Equipment; (b) prior to each use of Equipment, Customer shall inspect Equipment, and if the Equipment is in need of maintenance or repair, Customer shall immediately discontinue use and notify Lessor; (c) the Equipment is fully operable and in good mechanical condition, free from defects, and fit for Customer's intended use; (d) any and all operators of Equipment are authorized by Customer, and are competent, familiarized trained, qualified and licensed to operate Equipment; and (e) the Equipment shall only be used for its intended purpose, in a safe and careful manner, and in the contraction of in strict compliance with all common law, federal, provincial, municipal, or other local laws (including, without limitation, O.S.H.A.), orders, rules, regulations, or decisions of any regulatory

body, the manual(s) of the Equipment, or any manufacturer's instructions or warnings

4. <u>Payment.</u> Customer shall pay Lessor all amounts due in full within 10 days of the date of invoice. If Customer fails to notify Lessor of any dispute within such 10 day time period, Customer shall be deemed to have accepted the transaction as satisfactory and voluntarily waives such claim. If Customer has directed charges to be billed to another person and such person shall fail to make Customer has directed charges to be blied to another person and such person shall hall to make payments. Customer shall be responsible to pay such charges. All accounts not timely paid shall bear interest at the rate of 2% per month, or the maximum rate permitted by law, until paid in full. Customer will pay Lessor all time and mileage, service, minimum, or other charges at the rates set forth or otherwise computed in this Contract. Lessor may retain the security deposit identified on the front side of this Contract to apply toward any amount due herein. Deposits shall be returned after all amounts due Lessor are paid in full. If a credit card is supplied by the Customer to Lessor.

Customer acknowledges and grants Lessor the unequivocal right to recover from Customer's credit card immediately and/or consecutively any charges or amounts due Lessor until paid in full, including without limitation any additional rental rates and/or charges incurred by Lessor for Customer's failure or refusal to return Equipment, and any and all loss or damage to

For Customer's failure or refusal to return Equipment, and any and all loss or damage to Equipment.

S. Return of Equipment. The Equipment shall be returned to Lessor, during normal business hours, at the end of the Rental Period, or earlier if reasonably demanded by Lessor, together with all tires, tools and accessories, and in the same condition as when received, normal wear and tear excepted. If Lessor agrees to pick up the Equipment, Lessor shall endeavor to use commercially reasonable efforts to pick up the Equipment after the issuance of an "off rent" confirmation number. Without limiting Customer's liability for the Equipment as set forth in this Contract, Customer shall use its best efforts to make the Equipment available for pickup when requested by Lessor. Customer shall be liable for all damages, theft, destruction, or loss of the Equipment from the time the Equipment leaves the Lessor's branch until the Equipment is (a) returned to Lessor, or (b) picked up by Lessor after issuance of an "off rent" confirmation number. Notwithstanding anything to the contrary contained herein, Lessor at its discretion may demand the return of Equipment at any time during the Rental Period. If, in Lessor's discretion may demand the return of Equipment at any time during the Rental Period. If, in Lessor's discretion, such demand might not be complied with, Lessor has the right, but not the obligation, to repossess Equipment, terminate this Contract without any liability for any lossor damage which may be sustained as a result of such demand, termination or repossession. If Lessor is unable to repossess Equipment, Lessor at its discretion, may bill Customer for the entire replacement value of Equipment, inaddition to rental fees already accrued.

6. Default. Customer shall be in default under this Contract if: (a) Customer fails to pay any amounts owed to Lessor when due; (b) fails to return Equipment as required hereunder or upon Lessor's demand; (c) breaches any representations contained in this Contract; or (d) fails

nerein.
7. <u>Damages.</u> Except as otherwise expressly provided in Section 10 herein, Customer shall be 7. <u>Damages.</u> Except as otherwise expressly provided in Section 10 herein, Customer shall be responsible if at any time Equipment is damaged, lost, stolen, sustains excessive wear and tear, or otherwise is in need of repair or replacement. Customer shall immediately discontinue its use of Equipment and notify Lessor. Customer shall not permit any maintenance or repairs to Equipment, without Lessor's consent. Customer shall be responsible for all fire, collision, theft, damage and loss arising out of or relating to Customer's use and/or possession of Equipment, except for ordinary wear and tear. If Equipment is damaged, Customer shall be liable for Lessor's actual cost of repair and the payment of all continuing rental charges until the repaired Equipment can be restored to rental use by Lessor. If Equipment cannotbe timely repaired, then Customer shall be liable for Lessor's new replacement cost for Equipment, as well as the payment of all continuing rental charges until Equipment is replaced and restored to rental use by Lessor. Lessor shall have the sole discretion as to whether Equipment is replaced or repaired, which shall be binding on Customer. Assumption of Risk. During the Rental Period, Customer hereby assumes any and all risks arising out of or in any way related to this Contract and/or Customer's use, misuse, possession, custody, operation of, and responsibility for, Equipment, including, without limitation, losses, damages, injuries, death, and rental charges. Customer shall immediately notify Lessor, the police, if applicable, and Customer's insurers if any theft, vandalism, accident, casualty, loss, death,

police, if applicable, and Customer's insurers if any theft, vandalism, accident, casualty, loss, death,

poince, in appricable, and education is instituted in any unit, varidatism, actually, loss, death, injury, citation, fine, or other damages to person or property occurs in connection with Equipment, and shall submit any and all copies of reports, processes, pleadings, notices or paper of any kind received by Customer regarding the same to Lessor. Lessor shall have the immediate right to reclaim possession of the Equipment if any of the aforementioned incidents occur. This provision survives the termination of this Contract.

rectaim possession of the Equipment it any of the aforementioned incidents occur. Inis provision survives the termination of this Contract.

9. Insurance. Without limiting Customer's responsibilities, indemnifications or other obligations contained in this Contract, Customer shall, at its own expense, secure and maintain the following insurance in effect during the Rental Period: a) general liability insurance with limits no less than \$1,000,000 each occurrence and \$2,000,000 aggregate; b) property insurance against damage and/or loss by all risks to Equipment in amount to cover the full replacement value of the Equipment; and c) workers compensation coverage and employers liability coverage on a primary basis for worker's compensation benefits incurred or claimed by Customer's egent's employees and representatives. All insurance set forth herein shall be primary, non-contributory, and name Lessor as additional insured. Upon Lessor's request, Customer shall provide Lessor with evidence of such coverage. To the extent Lessor carries any insurance, Lessor's insurance shall be excess insurance and shall not contribute with Customer's insurance.

10. Optional Rental Protection Plan. In the event proof of acceptable property insurance coverage for the Equipment is not provided to Lessor, Customer agrees to purchase the optional Rental Protection Plan ("RPP") equal to 15% of the gross rental rate for such Equipment. Subject to this Section, Lessor's hall waive certain property damage claims against Customer for stolen, damaged, or destroyed Equipment that is covered by the RPP, except for a deductible amount equal to (a) 10% of Lessor's cost to repair damaged Equipment, or \$5,000, whichever is lesser; and/or (b) 10% of the original equipment cost of the Equipment to replace stolen or destroyed Equipment, or \$5,000, whichever is lesser. Notwithstanding anything to the contrary contained herein, the following exclusions shall not be covered under the RPP, and Customer shall remain fluy liable for all loss or damage to

damage to the Equipment: (i) neglect, willful misconduct, abuse, gross negligence, misuse,

negligence, improper use, and/or wrongful application of the Equipment; (ii) use, possession, and/or operation of the Equipment by a person other than the Customer or Customer's authorized employees or operators; (iii) overloading, exceeding rated capacity or speed limit, improper or lack employees or operators; (iii) overloading, exceeding rated capacity or speed limit, improper or lack of routine inspection, overturning, and/or striking overhead objects; (iv) failure to properly secure the Equipment, as determined solely by Lessor, including, without limitation, leaving the ignition key or similar accessible by unauthorized persons while the Equipment is unattended, or storing the Equipment in an unsecure location; (v) mysterious disappearance, loss, vandalism, or wrongful conversion by or from any person, including one entrusted with the Equipment, unless, (A) Customer notifies Lessor within one (1) business day of discovery, and (B) Customer files (and delivers to Lessor) a police report or other filing with the applicable public authorities within one (1) business day of discovery; (vi) Customer's failure to pay any and all amounts due and owing to Lessor at any time (including, but not limited to, the RPP charge set forth herein); (vii) Customer's violation of any of the terms of the Contract, any other contract or invoice with Lessor, and/or

Lessor at any time (including, but not limited to, the RPP charge set forth herein); (vii) Customer's violation of any of the terms of the Contract, any other contract or invoice with Lessor, and/or violation of any common law, federal, provincial, municipal, or other local laws, orders, rules, regulations, or decisions of any regulatory body, or any manufacturer's instructions or warnings; and/or (viii) exposure and/or contamination with or from radioactive, contaminated, hazardous, toxic, explosive, or corrosive materials. RPP IS NOT INSURANCE and does not relieve Customer of other insurance requirements, risk of loss, indemnification and/or other obligations herein.

11. No Warranties. CUSTOMER ACKNOWLEDGES THAT THE EQUIPMENT SHALL BE RENTED ON AN "AS IS, WHERE IS" BASIS, WITH ALL FAULTS, AND WITHOUT ANY RECOURSE TO LESSOR LESSOR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, ALL IMPLIED WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, AND ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, LESSOR HEREBY DISCLAIMS ANY OF ITS OBLIGATIONS OR LIABILITIES ARISING FROM STATUTE, WARRANTY, CONTRACT, TORT OR NEGLIGENCE. THE CUSTOMER IS NOT RELYING ON ANY REPRESENTATIONS OF LESSOR THAT EQUIPMENT IS SUITED FOR CUSOMER'S INTENDED USE, OR IS FREE FROM DEFECTS IN ITS DESIGN, CAPACITY,

OBLIGATIONS OR LIABILITIES ARISING FROM STATUTE, WARRANTY, CONTRACT, TORT OR NEGLIGENCE, THE CUSTOMER IS NOT RELYING ON ANY REPRESENTATIONS OF LESSOR THAT EQUIPMENT IS SUITED FOR CUSOMER'S INTENDED USE, OR IS FREE FROM DEFECTS IN ITS DESIGN, CAPACITY, MATERIALS USED, PERFORMANCE, OR WORKMANSHIP. LESSOR FURTHER DISCLAIMS ANY LIABILITY WHATSOEVER FOR LOSS, DAMAGE, OR INJURY TO CUSTOMER OR THIRD PARTIES AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE, IN THE EQUIPMENT.

12. Miscellaneous Fees and Charges. To the extent other charges apply to this Contract, including, without limitation, optional charges such as delivery, pick-up and fuel charges, and Lessor-imposed charges such as environmental charges, these charges collected are used by Lessor at its sold siscretion, are not takes, surcharges, or fees mandated by any governmental authority or agency, are not designated for any particular use, and are not held separately from other revenue.

13. Indemnification. Customer Agrees that The Equipment and All Persons Operating The Equipment are under the Equipment and Liberty and Supervision. To the Fullest extent Permitted by Law, customer Shall Indemnification. Customer Agrees That The Equipment and Elemental Strong Strong and Strong Strong

14. Limitation of Liability. In no event shall Lessor be liable for any incidental, indirect, special, impact or consequential damages, or in the cumulative aggregate, for any damages in excess of the total rental charge paid by Customer under this Contract. Customer's sole and exclusive remedy shall be limited to repair or replacement of any defects in Equipment that occurred under normal use, all at Lessor's sole discretion.

snain be limited to replain or replacement of any defects in Equipment that occurred under normal use, all at Lessor's sole discretion.

15. Taxes, Customer shall be responsible for all taxes imposed by applicable governmental authorities. If Customer is exempt from the payment of any tax, Customer shall promptly provide evidence of exemption to Lessor. Customer shall pay all taxes until evidence of exemption is received and accepted by Lessor.

16. Equipment Owned By Third Party. Title to and ownership of Equipment shall remain with Lessor at all times. In the event Equipment is the subject of a lease agreement with third parties, such as financial institutions and their successors and assigns (each, a "Third Party Lessor"), Customer acknowledges and agrees that all of its rights under the Contract in and to Equipment, including Customer's right to its possession, are subordinate and subject to the rights and claims of Third Party Lessor against Equipment, including but not limited to the right of Third Party Lessor to take possession of Equipment, without any liability of the Third Party Lessor to Customer. In the event the Third Party Lessor takes possession of Equipment, but in no event shall any failure by Lessor to do so diminish, in any way, Third Party Lessor's right to possession of Equipment.

17. Charges. All mileage, time, and other charges specified on the front side of this Contract for the rental of Equipment shall be calculated as follows: (a) metered time (based on the hour meter on Equipment) over eight (8)hours per twenty-four (24) hour day, forty (40) hours per seven (7) day week, and one hundred sixty (160) hours per twenty-eight (28) day month, is charged in addition to, the daily, weekly or monthly rates; and (b) mileage charges, when applicable, shall be calculated using the odometer on Equipment, in addition to time charges. Equipment shall be calculated using the odometer on Equipment, in addition to time charges.

using the odometer on Equipment, in addition to time charges. Equipment shall be provided to Customer with a full tank of fuel, and Customer, at its expense, shall return Equipment with a full tank of fuel. Lessor reserves the right to charge Customer for less than full fuel tanks upon return of Equipment.

18. Class Action Waiver. Customer agrees that any claims or proceedings that it brings against Lessor will be conducted on an individual basis, and not on a class-wide, collective, or representative basis, and that any one person's or entity's claims shall not be consolidated with any

representative basis, and that any one person's or entity's claims shall not be consolidated with any other claims or proceedings. Customer further agrees that Customer will not sue Lessor as a class plaintiff or class representative, join as a class member, orparticipate as an adverse party in any way in a class-action lawsuit against Lessor. Nothing in this Section limits Customer's right to bring an individualclaim, action, or lawsuit against Lessor.

19. Governing Law & Venue, This Contract shall be construed and enforced in accordance to the laws of Nevada. The parties agree that any action related to this Contract or subject matter thereof, Customer's Credit Application/Agreement, and/or Customer's invoices shall exclusively be brought only in the courts located in Clark Country, Nevada, with the strict exception of mechanics liens and foreclosure action(s) of mechanics liens, which shall be brought in the courts of the state where the Equipment is rented and/or where the construction project is located. The parties specifically consent to the exclusive and personal jurisdiction and venue of such courts and irrecoverably waive consent to the exclusive and personal jurisdiction and venue of such courts and irrecoverably waive any right to object to such jurisdiction and venue. The parties expressly agree that this jurisdiction and venue clause is reasonable, fair, and was freely negotiated between the parties.

SEND PAYMENTS TO:

AHERN RENTALS PO BOX 271390

LAS VEGAS NV 89127-1390

TEL: 702-647-8100 FAX#:702-648-8877



RENTAL OUT CONTRACT

** COPY **

CUSTOMER ASSISTANCE:

Page:

AHERN BOSTON 155 MAPLE ST

STOUGHTON MA 02072-1105

TEL: 781-318-3780 FAX: 781-318-3782 MON - FRI 6:00-4:00 SATURDAY CLOSED SUNDAY CLOSED

Customer:

MARGUERITE CONCRETE INC 11 ROSENFELD DR HOPEDALE MA 01747-2110

Job Site:

DRISCOLL SCHOOL 725 WASHINGTON ST BROOKLINE, MA 02446

C#: 508-482-0060 J#: 508-482-0060

Customer #.. 324396 Contract #.. 24410413 Contract dt. 12/30/21

Date Out.... 12/30/21 11:00 AM Est return.. 1/27/22 11:00 AM

Job Loc.... DRISCOLL SCHOOL; 725 WASHING

Week

Job #..... DIRSCOLL SCHOOL

P.O. #.... PENDING

Ordered By.. JASON / BO / CC

Day

Written By.. STEVENK

Min

Sales Rep... 19193 - BLAINE O'BRIEN

Terms..... Net 10 Days

Qty Equipment

SCISSORLIFT, 39', DSL, 4X4 375.00 375.00 755.00 1575.00

227629 Make: SNORKEL Model: S3970RT Ser #: S3970RT-07-180700505 EOP#:

390.32 HR OUT:

CUSTOMER CALL WHEN DONE

SALES ITEMS:

1

Qty Item number Unit Price 1 TRF OUT 10.000 EA

TRANSPORTATION REGULATORY FEE

1 TRF IN F.Δ 10,000

TRANSPORTATION REGULATORY FEE

1 160642 EΑ

ENVIRONMENTAL CHARGE

120.00 12/30/21 11:00 AM DELIVERY CHARGE - NORMAL

PICKUP CHARGE - CUSTOMER CALL WHEN DONE

***** NOT B4 7AM*****

*****GATES CLOSED 730AM TO 830AM**** *****GATES CLOSED 2PM TO 3PM****

JASON 508-918-6253

DATE

IF THE EQUIPMENT(S) DOES NOT WORK PROPERLY, IMMEDIATELY DISCONTINUE USE AND NOTIFY CUSTOMER ASSISTANCE AT ONCE

MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY

UNLESS OTHERWISE PROVIDED, CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES, OR REPAIRS

DELIVERED BY

120.00

DATE

- If proof of property insurance is inadequate or not provided, Customer agrees to purchase the optional Rental Protection Plan ("RPP") equal to 15% of the gross rental charges for the Equipment. In return, Lessor agrees to waive certain property damage claims against Customer for loss or damage to the Equipment except for a deductible amount equal to the lesser of (a) \$5,000, or (b) 10% of Lessor's cost to repair damaged Equipment, or 10% of the original equipment cost of the Equipment to replace stolen or destroyed Equipment. THE RPP IS OPTIONAL, AND IS NOT INSURANCE, NOR IS IT A WARRANTY. TERMS AND CONDITIONS OF THE OPTIONAL RENTAL PROTECTION PLAN

NAME PRINTED

- equipment cost of the Equipment to replace stolen or destroyed Equipment. THE RPP IS OPTIONAL, AND IS NOT INSURANCE, NOR IS IT A WARRANTY. TERMS AND CONDITIONS OF THE OPTIONAL RENTAL PROTECTION PLAN APPLY AND ARE AVAILABLE UPON REQUEST OR AT www.ahem.com/rental-protection-plan-terms

 2. Customer must contact Customer Assistance to obtain call off rental number and is responsible for the Equipment(s) until it is picked up within a commercially reasonable time.

 3. If Customer fails to return the Equipment(s) within the time specified above, Customer is deemed to have renewed the Rental Out Contract on the same "Terms and Conditions." Compliance with California Air Resources Board (CARB) Idling Regulation (Title 13, California Code of Regulations §2449(d)(3): Any in-use off-road diesel vehicle may not idle for more than 5 consecutive minutes. Customer is responsible for compliance with CARB off-road diesel engine idling limits and is responsible for any penalties or fines incurred for non-compliance.

 4. This Rental Out Contract consists of this front page and the Terms and Conditions. I have had the opportunity to read the negotiated Terms and Conditions of this Rental Out Contract and have been instructed in the proper use and operation of the Equipment(s) delivered and will ensure that all operators receive this training and the instructions contained in the manufacturer's operation manual, a copy of which has been provided with the Equipment (s) which will be read by each operator. I have been familiarized with the location, purpose, and function of all (a) operating controls, (b) safety devices, and (c) manuals of the specific Equipment (s) rented herein. I have read and understood the instructions provided, and all questions have been answered to my satisfaction. By signing below, I represent and warrant that I am of legal age, I am vested with the authority and power to sign this Rental Out Contract, including the terms and conditions located on the reverse side hereof.

 5. The Equipment rented by Customer



INVOICE

SEND ALL PAYMENTS TO: SUNBELT RENTALS, INC PO BOX 409211 ATLANTA, GA 30384-9211

INVOICE NUMBER	124157335-0001
ACCOUNT NUMBER	487444
INVOICE DATE	4/05/22
	PAGE 1

INVOICE TO

MARGUERITE CONCRETE 11 ROSENFELD DRIVE HOPEDALE, MA 01747

JOB ADDRESS

11 WEBSTER STREET, GLOUCESTER EGVM SCHOOL 11 WEBSTER ST GLOUCESTER, MA 01930 2971

C#: 508-482-0060 J#: 508-341-3878

RECEIVED BY	CONTRACT NUMBER
TONY, TONY	124157335
DUDOULAGE ODDED MUNADED	

PURCHASE ORDER NUMBER

N/R

JOB NUMBER

GLOUCESTER SCHOOL PR

BRANCH

0518 WOBURN PC518

195 NEW BOSTON ST WOBURN, MA 01801 6216

781-932-0310

. QTY EQUIPMENT #		Min	Day	Week	4 Week	Amount
1.00 10K 55' CAB TELEHANDLER 711101 Make: SKYTRAK HR OUT: 4773.000 HR IN Billed from 3/30/22	Model: 1005 : 4781.400	TOTAL: 8.40		1550.00	3000.00	1350.00
		Rent	al Sub-t	otal:		1350.00
SALES ITEMS: Qty Item number 10 DIESEL DIESEL 2141XXX0000	Unit EA	Price 9.500				95.00
DELIVERY CHARGE						185.00
PICKUP CHARGE						185.00

FINAL BILL: 3/30/22 07:00 AM THRU 4/01/22 07:00 AM.

. 1815.00

SUBTOTAL	1815. 00
TAX	90. 32
INVOICE TOTAL	1905. 32



PC#: 0518

195 NEW BOSTON ST WOBURN, MA 01801 6216 781-932-0310

TELEPHONE:

Job Site:

DRISCOLL SCHOOL 64 WESTBOURNE TERRACE BROOKLINE, MA 02446

C#: 617-459-9121 J#: 617-459-9121

Customer: WG 1160054 Marguerite Concrete Inc. 64 WESTBOURNE TERRACE BROOKLINE, MA 02446

SUNBELT RENTALS, INC.

Salesman: 051800 Sales rep #: 51800

Typed By: WEBORDER

WEB RESERVATION REQUEST

Contract #.. 126097902

Contract dt. 5/18/22

Date out.... 5/19/22 7:00 AM Est return.. 5/19/22 5:00 PM

Job Loc..... 64 WESTBOURNE TERRANCE

Job No..... P.O. #.....

Ordered By.. Marguerite Concrete Inc.

NET DUE UPON RECEIPT

QTY EQUIPMENT #	Min	Day	Week	4 Week	Amount
1.00 125' ART MANLIFT 0580870 Air Reg#:	1990.00	1990.00	4515.00	9820.00	1990.00

EOP MSG

Familiarization of the equipment stated on this contract has been offered to the customer.

All required manuals are provided with the equipment stated on this contract.

OSHA 1926.453 & ANSI Regulation A92 requires All Boom Lift occupants to wear Personal Fall Protection connected to the designated platform anchorage points. Personal Fall Protection equipment is available for purchase from Sunbelt Rentals.

If the users of this equipment have any questions contact

Sunbelt Rentals. WARNING Overheight Hazard!! The machine you are loading REQUIRES that you check the height of your load. Maximum Legal Height = 13'6" NOTICE: MASSACHUSETTS AND RHODE ISLAND EACH REQUIRE STATE ISSUED

HOISTING LICENSES TO OPERATE ANY EQUIPMENT THAT CAN LIFT 10 FEET IN HEIGHT OR 500 POUNDS OR 1/4 YARD OF MATERIAL.

SALES ITEMS:

Qty Item number 1 DLPKSRCHG

Unit Price 112.800 EA

112.80

IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE

MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY CUSTOMER IS RESPONSIBLE FOR

Continued on the next page...



PC#: 0518

195 NEW BOSTON ST WOBURN, MA 01801 6216 TELEPHONE: 781-932-0310

Job Site:

Driscoll School

64 WESTBOURNE TERRACE BROOKLINE, MA 02446

C#: 617-459-9121 J#: 617-459-9121

Customer: WG 1160054
Marguerite Concrete Inc.
64 WESTBOURNE TERRACE
BROOKLINE, MA 02446

SUNBELT RENTALS, INC.

Salesman: 051800 Sales rep #: 51800

Typed By: WEBORDER

WEB RESERVATION REQUEST

Contract #.. 126097902 Contract dt. 5/18/22

Date out.... 5/19/22 7:00 AM Est return.. 5/19/22 5:00 PM Job Loc.... 64 WESTBOURNE TERR

Job No..... P.O. #.....

Ordered By.. Marguerite Concrete Inc.

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
SALES	ITEMS:					
Qty		Price				
1	TRANSPORTATION SURCHARGE ENVIRONMENTAL EA ENVIRONMENTAL/HAZMAT FEE 2133XXX00	38.800				38.80
1		186.000				186.00
	FUEL CONVENIENCE CHARGE RENTAL PROTECTION PLAN					298.50
	DELIVERY CHARGE					240.00
	PICKUP CHARGE					240.00
	Shruti Gautam (617) 459-9121 Limi	ted Ava		_		
	ilability. Confirm with customer		Sul	o-total: Tax: Total:		3106.10 145.49 3251.59

All amounts are in USD

IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE

MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY

CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES AND REPAIRS

1) DEFINITIONS: "Authorized Individuals" are those individuals that Customer directly or indirectly allows to use the Equipment, who must be properly trained to use the Equipment, at least 18 years old or the legal age of majority in the state, whichever is greater and are not under the influence of any drugs, alcohold, substances or otherwise impaired. "Customer" is identified earlier and includes any of pre-gresentalives, agents, officers, employees or amone signing this Contract on your behalf. "Environmental Services Charge" is the charge described in Section 15 "Equipment" is the equipment and/or services intentified on the other pages provided to logether with all replacements regress additions, attachments and accessories and all future Equipment rented. "Incident" is any fine, citation, theft, accident, casualty, loss, vandalism, injury, death or damage to and accessories and a nume equipment reflued. Including its any line, clauding, field, account, castally, lists, wardanshin, injury, death or bargers or critically that appears to have occurred in connection with the Equipment Sign and she she include the state of evidencing the Customer's can to pick up equipment. <u>Nearla Hendor</u> commences when the Equipment is delivered to Customer of the Site Aporess and continues until the Equipment is returned to the Store or picket up by Sunbell during normal business hours, provided Customer has otherwise compiled with this Contract. <u>"RPP"</u> is the rental protection plan described in Section 10. <u>"Site Address"</u> is the location that Customer represents the Equipment will be located during the Rental Period identified earlier. <u>"Site"</u> is the Sunbelt focation identified earlier. <u>"Sunbell"</u> is Sunbelt and its affiliated companies, their respective officers, directors, employees and agents. <u>"Filemantics Data"</u> is data collected thin the Equipment or via software relating to the Equipment, its performance, location, or operators, **"Transportation Surcharge"** is a charge intended to defray a wide range of

Solvate relating to the Equipment, its performance, location, or obestains. Transportation containing is at clique file filed indirect and indirect, which are not always fully recovered by other transportation charges.

2) TERMS. Customer's execution of this Contract or taking possession of the Equipment (whichever occurs first) shall be deemed acceptance of the terms herein for this and all past and fulure contracts between Sunbelt and Customer upon Customer's receipt of Sunbelt's Equipment under those contracts. Customer rents the Equipment from Sunbelt prevaint to this Contract, which is a true lease. The Equipment (a) is and shall remain the personal property of Sunbelt and (b) shall not be affixed to any other property. Customer shall not pledge or encumber the

and start lethant the pesonal property or sorbert and by shall not be alineed to any other property. Customer start not people or encounter that Equipment in any manner.

3) PERMITTED USE. Customer agrees and warrants that (a) Sunbelt has no control over the manner in which the Equipment is operated during the Rental Period by Customer or any third party that Customer implicitly or explicitly permits, (b) prior to each use and its return to Sunbelt, Customer shall inspect the Equipment to confirm that the Equipment is in qood condition, without defects, readable decals are on the Equipment and the Equipment is suitable for Customer's intended use; (c) Customer has access to and reviews the operand and safety instructions and will operate the Equipment in accordance with the manufacturer's instructions and with applicable safety equipment (d) any appearent agent at the Sto. Mothers is substituted to be expended with the Customer's instructions and with applicable safety equipment (d) any appearent agent at the Sto. Mothers is substituted to be expended. and win operate me equipment in accordance wint the instructions from the approaches safety equipment in grant of the Ste Address is authorized to accept delivery of the Equipment (and if Customer requests, Customer authorizes Sunbelt to leave the Equipment at the Site Address without requirement of written receipt). (e) Customer shall immediately stop use and notify Sunbelt if the Equipment is damaged, unsafe, disablet, malfurctioning, warning lights come on, levied upon, threatened with seizure, Los, or if any Indebtor; 0 (or if any Indebtor; to obtain an earning that obtained essess prior to the equipments usey, (in sometic short expensible for consequence to obtained soluble accommodation) to party disabled). Authorized individual(s): (i) only Authorized Individuals shall use and operate the Equipment, however Customer is responsible for the Equipment and its use during the Rental Period regardless of the user (ii) the Equipment shall be used and maintained in a careful manner, within the Equipment and all against a supplicable laws, regulations, as very as all operating and safety instructions provided on, in or with the Equipment and all agriciable federal, state and local laws, permits and licenses, including but not limited to, OSHA and ADA, as revised, (ii) the Equipment shall be kept in a secure location; and (ii) Customer shall provide Sunbelt with accurate and complete information,

ADA, as revised to (in the equipment shall be kept in a secure broadfort and to Customers and provide solution with accurate and contingers in continuing which Sunbell relies upon to provide the appropriate Equipment to Customer.

4) safety equipment or instructions or alter or tamper with the Equipment: (b) assign its rights under this Contract (c) move the Equipment from the Site Address without Sunbell's written consent; (d) use the Equipment in a negligent, illegal, unauthorized or abusive manner: or (e) publicities use of the Equipment or any manner (including, without limitation, print, audioxisual or electronic) or (f) allow the use of the Equipment by anyone other than Authorized Individuals (Customer acknowledging that the Equipment may be dangerous if used improperly or by untrained parties).

MAINTERNATE: Customer ablit lood of the properties of the Equipment on mistoriacora con the Equipment purpose of the properties of the properties of the Equipment of the Equipme

National Control of the Control of t Equipment until the repairs are completed. In Equipment is some no damaged in excess or vary on the Equipment in Service. Usus the many the responsible for the RMV of the Equipment, including asless tax as applicable. Sunbelt has the right to inspect the Equipment where recalled. Customer has the authority to and hereby grants Sunbelt and its agents the right to enter the physical location of the Equipment for the purposes set forth herein. Sunbelt shall be responsible for repairs needed because of Ordinary Wear and Tear. Customer agrees that repair or replacement of the Equipment is Customer's exclusive remedy for Sunbelt's breach of this Section. Notwithstanding Sunbelt's service commitment, if Customer treaches this Contract, Sunbelt shall have no obligation to stop the Rental Period, commence repairs or rent other equipment to Customer until Customer or its agent agrees to pay for such charges.

6)

CUSTOMER LIABILITY DURING THE RENTAL PERIOD, CUSTOMER ASSUMES ALL RISK. ASSOCIATED WITH THE

CUSTOMER LABILITY DURING THE RENTAL PERIOD, CUSTOMER ASSUMES ALL RISK ASSOCIATED WITH THE POSSESSION, CONTROL OR USE OF THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, RENTAL CHARGES, THEFT, LOSSES, DAMAGES AND DESTRUCTION, INCLUDING CUSTOMER TRANSPORTATION, LOADING, AND UNLOADING, WHETHER OR NOT THE CUSTOMER IS AT FAULT. After an Incident, Customer shall (a) immediately notify Surbeit, the police, if necessary, and Customer's insurance carriers, 10) secure and maintain the Equipment and the surrounding premises in the condition sting at the time of such incident, until Sunbeit or its agents investigate. (c) immediately submit copies of all police or other third party reports to Sunbeit and (d) as applicable, pay Sunbeit, in addition to other sums due herein, the rental rate for Equipment until the repairs are completed or Equipment replaced that the PMOV (of) the full charges of recovery and repairs of damaged Equipment. Acroade rental charges shall not be applied against these amounts. Sunbeit shall have the immediate right, but not obligation, to reclaim any Equipment involved in any Incident.

7) NO WARRANTIES. SUNBELT DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES. EXPRESS OR IMPLED, WITH RESPECT TO THE EQUIPMENT. ITS DURABILITY. CONDITION, MERCHANTAGILITY, NON-INFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE, CUSTOMER ACKNOWLEDGES ACCEPTANCE OF THE EQUIPMENT ON AN "ASIS, WHERE IS" BASIS, WITH "ALL FAULTS" AND WITHOUT ANY RECOURSE WHATSOEVER AGAINST SUNBELT ENTITIES. CUSTOMER ASSUMES ALL RISKS ASSOCIATED

FAULTS" AND WITHOUT ANY RECOURSE WHATSOEVER AGAINST SUNBELT ENTITIES. CUSTOMER ASSUMES ALL RISKS ASSOCIATED Faults" and without any recourse whatsoever against sungel tentities. Customer assumes all risks associated with the Egoliment and releases sungelt entities from all labilities and damages (including lost profits) personal injury. And special inicidental and consequential damages, even if advised of the possibility of such damages) in any way connected with the equipment, its installation, operation or use or any defect or failure thereof, a breach of sungelt's obligations herein or errors or inaccuracies in information obtained from customer or thing parties, upon which sungelt relies; provided however, if customer is a consumer under applicable law, then no conscoluental damages limitation of nuivires to persons shall applicable and profits of the publicable law, then no conscoluental damages limitation of nuivires to persons shall applicable indemnification. To the fullest extent permitted by Law, customer indemnifies,

RELEASE, HOLDS SUBSELT ENTITIES HARMLESS AND AT SUBSELT'S REQUEST, DEFENDS SUBSELT ENTITIES (WITH COUNSEL APPROVED BY SUNBELT). FROM AND AGAINST ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES, AND EXPENSES (INCLUDING ATTORNEY'S AND/OR LEGAL FEES AND EXPENSES) HOWEVER ARISING OR INCURRED, RELATED TO ANY INCIDENT, DAMAGE TO PROPERTY, INJURY OR DEATH OF ANY PERSON, CONTAMINATION OR ALLEGED CONTAMINATION, OR VIOLATION OF LAW OR REGULATION CAUSED BY OR CONNECTED WITH THE (a) ACCESS, USE, POSSESSION OR CONTROL OF THE EQUIPMENT BY CUSTOMER OR ANY THIRD PARTY THAT CUSTOMER IMPLICITLY OR EXPLICITLY PERMITS TO ACCESS, USE, POSSESS OR CONTROL CUSTOMER OR ANY THIRD PARTY THAT CUSTOMER WIFELLITET OR REPLICITLY PERMITS TO ACCESS, USE, POSSESS OR CONTROL THE EQUIPMENT DURING THE RENTAL PERIOD OR (b) BREACH OF THIS CONTROLT, WHETHER OR NOT CAUSED IN PART BY T ACTIVE OR PASSIVE NEGLIGENCE OR OTHER FAULT OF ANY PARTY INDEMNIFIED HEREIN AND ANY OF THE FOREGOING ARISING IMPOSED IN ACCORDANCE WITH THE DOCTRINE OF STRICT OR ABSOLUTE LIABILITY. CUSTOMER ALSO AGREES TO WAIVE WORKERS' COMPENSATION IMMUNITY, TO THE EXTENT APPLICABLE. CUSTOMER'S INDEMNITY OBLIGATIONS SHALL SURVIVE THE

WORKES' COMPENSATION IMMUNITY, TO THE EXTENT APPLICABLE. CUSTOMER'S INDEMNITY OBLIGATIONS SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT. All of Customer's indemnification obligations under this paragraph shall be joint and several.

9) INSURANCE. During the Rental Period, Customer shall maintain, at its own expense, the following minimum insurance coverage:
(a) for Customers using Equipment for non personal use, general liability insurance of not less than \$1,000,000 per occurrence, including coverage for Customers contractual liabilities herein such as the release and indemnification clause contained in Section 8; (b) customers using Equipment for non personal use, property insurance against loss by all risks to the Equipment, in an amount at least equal to the FMV thereof, unless RPP is elected at the time of trental and paid for prior to any incident; (c) worker's compensation insurance as required by law, and (d) automobile liability insurance (including comprehensive and collision coverage, and uninsured/underinsured motorist coverage), in the same amounts set forth in subsections (a) and (b), if the Equipment is to be used on any roadway, Such policies shall be primary, non-contributory, on an occurrence basis, contain a water of subroation, name Sunbett and its agents as an additional insured incorposement) and toss payee, and provide for Surbett to receive at least 30 days prior written notice of any cancellation or material change. Any insurance that excludes boom damage or overturns is a breach. Customer shall provide Surbett with cettificates of insurance to insurance to insurance tettifies carry any insurance widencing the coverages required above prior to any rental and any time upon Sourbetts request. To the extent Surbetties carry any insurance, and content and the cettificates of insurance to insurance to insurance to insurance to insurance. g the coverages required above prior to any rental and any time upon Sunbelt's request. To the extent Sunbelt Entities carry any insurance

evidencing the coverages required above prior to any rental and any time upon Sunbett's request. To the extent Sunbett Entities carry any insurance, Sunbett Entities insurance will be considered excess insurance. The insurance required herein does not relieve Customer of its responsibilities, indemnification, or other obligations provided herein, or for which Customer may be liable by law or otherwise.

10) RENTAL PROTECTION PLAN Customer's repair or replacement responsibility in Sections 5 and 6 of this Contract is modified by the RPP, if offered on the Equipment, and Sunbett shall limit the amount Sunbett collects from Customer for the Equipment loss, damage or destruction to the following amounts for each piece of Equipment, per each occurrence: (a) 10% of the FMV for Lost Equipment, up to a maximum of \$500 per piece of Equipment. (b) 10% of the repair charges for incidental or accidental damage to Equipment, up to a maximum of \$500 per piece of Equipment. (c) charges in excess of \$50 per tire for tire repairs and (d) nothing for the rental charges which would otherwise accrue during the period when damaged or destroyed Equipment is being replaced; prograpted or replaced by Sunbell or Lost Equipment is being replaced; prograpted or replaced by Sunbell or Lost Equipment is being replaced; prograpted or replaced by Sunbell or Lost Equipment is being replaced; prograpted or replaced by Sunbell or Lost Equipment is being replaced; prograpted or replaced by Sunbell or Lost Equipment is being replaced; prograpted or replaced by Sunbell or Lost Equipment is being replaced prograpted or replaced by Sunbell or Lost Equipment is being replaced prograpted or replaced by Sunbell or Lost Equipment and the sunbelling of the sunbelling replaced prograpted or replaced by Sunbell or Lost Equipment is prograpted to the sunbelling replaced by Sunbell or Lost Equipment is prograpted to replaced by Sunbell or Lost Equipment is prograpted to replaced to the sunbelling replaced by Sunbell or Lost Equipment is the Sunbelling replaced by Sunbell or Lost Equipment is the Sunbelling replaced by Sunbell or Lost Equipment is Lost Equipment in the Sunbelling replaced by Sunbell or Lost Equipment is Lost Equipment in the Sunbelling replaced by Sunbelling replaced by Sunbelling Replaced in the Sunbelling Replaced by Sunbelling Replaced by Sunbelling INSURANCE and does NOT protect Customer form liability to Sunbeller or there arising out of possession, control or use of the Equipment, including injury or damage to persons or property. THE RPP IS A CONTRACTUAL MODIFICATION OF CUSTOMER'S LUBILITY. All of the following "Conditions" must be satisfied for the RPP and the corresponding liability reduction to apply; (i) Customer accepts the RPP in advance of the rental; (ii) Customer pays 15% of the gross rental charges as the fee for the RPP (plus applicable taxes); (iii) Customer fully complies with the terms of this Contract; (iv) Oustomer's account is current at the time of the loss, theft, damage or destruction of the Equipment; and (y) none of the Exclusions apply. Customer assumes the Exclusion risks, meaning that if any Exclusion occurs, the RPP of does NOT reduce the liability of Customer to Surbeit for the loss, theft, damage or destruction resulting from such Exclusion." Exclusions: "Exclusions spot to be such as a contract of the Equipment; and the such as a contract of the Equipment and the such as a contract of the Equipment and the such as a contract of the Equipment and the such as a contract of the Equipment and the such as a contract of the Equipment and the such as a contract of the Equipment and the such as a contract of the Equipment and the such as a contract of the Equipment and the such as a contract of the contract of the such as a contract of the such as a contract of the such as a contract or the such as a contract of the such to Sunderlit of the loss, ineft, damage or destruction resulting from such Exclusion." Exclusions" shall mean loss, their, damage or destruction of the Equipment (A) due to intentional missue: (B) caused by Lost Equipment not reported by Customer to the police without source of successory, and substantiated by a written police report (gromptly delivered to Sunbelt); (C) due to floods, water level changes, wind, dsrms, earthquakes or Acts of God: and (D) accessories or Equipment for which Customer is not charged the RPP fee. THE EXCLUSIONS EXMINITY HELLINGS COLOR C Sunbelt retains ownership of the Equipment regardless of any payments made by Customer or Customer's insurance company with respect to such Equipment, all of which payments are non-refundable. Customer agrees to promptly return any Equipment that is recovered. Sunbelt shall be subrogated to Customer's rights to recover against any person or entity relating to any loss, theft, damage or destruction to the Equipment. Customer shall cooperate with, assign Sunbelt all claims and proceeds arising from such loss, theft, damage or destruction, execute and deliver to Sunbelt

shall cooperate with, assign Sunbeit all claims and proceeds arising from such loss, theft, damage or destruction, execute and delared to Sunbeit whatever documents are required and take all other necessary steps to secure in Sunbeit such rights, at Customer's expenses.

11) RENTAL RATES. The total charges specified in this Contract are: (a) estimated based upon Customer's representation of the estimated Rental Period may change) and other information conveyed by Customer to Sunbeit; and (b) for the Equipment's use for One Shift, unless otherwise noted. Weekly and 4 week rental rates shall not be prorated. Rental charges accrue during Saturdays, Sundays and holidays. The rental rates do not include and Customer is responsible for, (i) all consumables, fees, licenses, present and future taxes and any other governmental charges based on Customer's possession and/or use of the Equipment, including additional test for more than One Shift use. (ii) delivery and pickup charges to and from the Store, including but not limited to any freight, transportation, delivery, pickup and surcharge fees listed in this Contract; (iii) maintenance, repairs and replacements to the Equipment as provided herein; (vi) a cleaning fee if required; (vi) miscellaneous charges, such as fees for fost keys, RPP, costs to recover Equipment, emergency mobilization or store opening; (vi) fuel used during the Rental Period and for refueling Equipment as described below; (vii) fines for use of dyed diesel fuel in on-road Equipment: and (viii) an Environmental Services Charge (see www.sunbeltrentals.com/environmentalflee) and (ix) Transportation Surcharge (see www.sunbeltrentals.com/surcharge). The convenience charge for off road diesel fuel does not include governmental motor fuel taxes or charges.

(see <a href="https://www.sindeirenias.com/sindeirenias.c within 15 days after the recept of the invoice/contract of Customer shall be deemed to have in refroctacily walved its right to displied social mounts. At Sunbelf's discretion, any account with a delinquent balance may be placed on a cash basis, deposits may be required and the Equipment may be picked up without notice. Due to the difficulty in fixing actual damages caused by late payment, Customer agrees that a service charge equal to the lesser of 1.5% per month or the maximum rate permitted by law shall be assessed on all delinquent accounts, until paid in full. Customer shall remibrures Sunbelt for all costs incurred in collecting any talge payments, including, without limitation, attempts free shapement of any talged that are not excuse Customer of any default under this Contract. Customer shall pay a fee of \$75 for each check returned for tack of sufficient funds to compensate Sunbelt for its overhead for processing missed payment. Deposits will only be returned after all amounts are paid in full. CUSTOMER AGREES THAT IF A CREDIT OR DEBIT CARD IS PRESENTED TO PAY FOR CHARGES OR TO GUARANTEE PAYMENT. CUSTOMER AGREES THAT IF A CREDIT OR DEBIT CARD IS PRESENTED TO PAY FOR CHANGES OR TO GUARANTEE PAYMENT, CUSTOMER AUTHORIZES SURBELT TO CHARGE THE CREDIT OR DEBIT CARD ALL AMOUNTS SHOWN ON THIS CONTRACT AND CHARGES SUBSEQUENTLY INCURRED BY CUSTOMER, INCLUDING BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO THE EQUIPMENT AND EXTENSION OF THE RENTAL PERIOD. Effective June 1, 2021 and where permitted by law, Sunbelt may impose a surcharge of 2% (minimum \$3) for credit card payments on charge accounts. This surcharge is not greater than Sunbelt's merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions

subject to sales lax in some jurisocions.

RETURN OF EQUIPMENT. Sunbelt may terminate this Contract at any time, for any reason. The Equipment shall be returned to Sunbelt (when needed for inspections, maintenance and at the end of the Rental Period) in the same condition it was received, less Ordinary Wear and Tear and free of any hazardous materials and contaminants. Customer will return the Equipment at the end of the Rental Period, but will continue to be responsible for rental and other charges after the Rental Period if the Equipment is not returned in the condition required herein. If Sunbelt delivered the Equipment to Customer, Customer shall notify Sunbelt that the Equipment is ready to be picked up at the Site Address and obtain a delivered the Equipment to Customer, Justomer Shall noting Surfoci that the Equipment is ready to be picked by at the Stee Address and cottain a Pick-LP Number, which Pick-LQ Number Customer should keep as proof of the call; provided Customer remains liable tons, lost, theft, damage to or destruction of the Equipment until Sunbelt confirms that the Equipment is returned in the condition required herein. Customer will not be charged the rental charges after the date the Pick-LQ Number is given, provided Customer has otherwise compiled with this Contract. No pickups court on Sundays or stationry holidays and Saturday pickups are dependent on specific Store hours. If Customer picked up Equipment, Customer shall return Equipment to the same Store during that Store's normal business hours. If the Equipment is not returned by the estimated end of the Rental Period

Equipment of the Same of the during time and the sharinal considerations in the Equipment is not returned by the estimated and in the Returned Technology.

14) Expected earlier, Customer agrees to pay the applicable rental rate for the Equipment, materials or other items that is to be purchased by Customer, Sunbell 14)

14) Expected E

Customer has paid in full.

15) DEFAULT. Customer shall be in default if Sunbelt deems itself insecure or if Customer: (a) fails to pay sums when due; (b) 15) DEFAULT. Customer shall be in default if Sunbelt deems itself insecure or if Customer (a) tails to pay sums when que; (p) breaches any Section of this Contract: (c) becomes a debtor in a bankruplcy proceeding, goes into receivership, takes protection from its creditors under any insolvency legislation, ceases to carry on business, or has its assets seized by any creditor: (d) fails to insure the Equipment as required, or otherwise places the Equipment at risk; (e) fails to return Equipment immediately upon Sumbelts's demand; or (f) is in default under any other contract with Sunbelt. If a Customer default occurs, Sunbelt shall have, in addition to all rights and remedies at law or in equify the right to repossess the Equipment without judicial process or prior notice. Customer shall pay all of Sunbelt's costs, including reasonable costs of collection, court costs. equipment window, placing process or pinn rouse. Customer shall pay an or sortient's occus, including reasonable doss of collection, coult costs, and antoneys and legal fees, incurred in exercising any of its rights or remedies herein. Sunbell shall not be liable due to seazure of Equipment by order of governmental authority. CUSTOMER WAVES ANY RICHIT OF ACTION ACAINST SUNBELT ENTITIES FOR SUCH REPOSSESION.

CRIMINAL WARNING. The use of false identification to obtain Equipment or the failure to return Equipment by the end of the Rental Period may be considered theft, subject to criminal prosecution and civil liability where permitted, pursuant to applicable laws.

The ENVIRONMENTAL SERVICES CHARGE. To promote a clean and sustainable environment, Sunbelt takes various measures to comply with applicable environmental regulations, as well as with Sunbelt's own policies. Sunbelt also incurs a wide range of environmental regulations.

expenses (both direct and indirect). These expenses may include services such as waste disposal, construction and maintenance of cleaning facilities, acquisition of more fuel-efficient equipment, as well as, labor costs, administration costs, etc. To help offset these and other costs, sombell assesses an an Environmental Services Care, plus applicable taxes thereon in connection with retain rentals. The Environmental Services Charge is not a tax or governmentally mandated charge and is not designated for any particular use or placed in an escrow account, but is a charge that Sunbelt collects as revenue and uses at its discretion.

as revenue and uses at its discretion.

FUEL. For Equipment that uses fuel, Customer has three options: (a) Prepay Fuel Option - Customer may purchase a full tank of fuel for the Equipment at the start of the rental, in which case a "convenience charge" will appear on this Contract (calculated by multiplying the estimated fuel capacity of Equipment by the Prepay per gallon rate). As an added benefit, Customer may return the Equipment full of fuel and the convenience charge will be refunded (however, if not returned full, Customer will not obtain any credit for fuel left in the Equipment upon return); (b) Pay on Return Option - if Customer returns Equipment with less fuel than when received, Customer shall pay a refuelling charge (calculated by multiplying gallons required to refill tank with fuel to level when received, by the Pay on Return per gallon rate); and (c) Return Full Option - if Customer extruses the Equipment with a less than the first of the pay on Return per gallon rate); and (c) Return Full Option - if Customer extruses the Equipment with a first pay to refuse the Facility of the pay on Return per gallon rate); and (c) Return Full Option - if Customer statuses the Equipment with a first pay to refuse the Facility of the pay on Return per gallon rate); and (c) Return Full Option - if Customer statuses the Facility of the status of the pay on Return per gallon rate); and (c) Return Full Option - if Customer status the Facility of the status of the pay on Return per gallon rate); and (c) Return Full Option - if Customer status of the pay on Return per gallon rate); and (c) Return Full Option - if Customer status of the pay on Return per gallon rate); and (c) Return Full Option - if Customer status of the pay on Return per gallon rate); and (c) Return Full Option - if Customer status of the pay on Return per gallon rate); and (c) Return Full Option - if Customer status of the pay on Return per gallon rate); and (c) Return Full Option - if Customer status of the pay on Return per gallon rate); and (c)

mulipying gailors required to reini tank with fuel to level when received, by the Pay on Return per gailor rate); and (c) Return Full Option – if Customer returns the Equipment with all least as much fuel as when it was received (most Subhell Equipment comes with a full lank of fuel, but not all), no fuel charge will be assessed. The cost of Customer refueling Equipment itself will generally be lower than the Prepay Fuel Option or the Pay on Return Option; however these options each allow for the convenience of not refueling. Customer agrees that none of these options are a retail sale of fuel 19).

LIMITATION OF SUNBELT'S LIABILITY, IN CONSIDERATION OF THE RENTAL OF EQUIPMENT, CUSTOMER AGREES THAT SUNBELT'S LIABILITY VARIET HIS CONTRACT, INCLUDING ANY LIABILITY ARISING FROM SUNBELT'S, SUNBELT ENTITIES, OR ANY THIRD PARTY'S COMPARATIVE, CONCURRENT, CONTRIBUTORY, PASSIVE OR ACTIVE NEGLIGENCE OR THAT ARISES AS A RESULT OF ANY STRICT OR ABSOLUTE LIABILITY, SHALL NOT EXCEED THE TOTAL RENTAL CHARGES PAID BY CUSTOMER UNDER THIS CONTROL. THIS CONTRACT.

THIS CONTRACT.

20) JURY TRIAL WAIVER IN ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY PERTAINING TO THIS CONTRACT, CUSTOMER AND SUNBELT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY, THIS WAIVER BEING A MATERIAL INDUCEMENT TO ENTERING INTO THIS CONTRACT.

21) ARBITRATION AGREEMENT & CLASS ACTION WAIVER AT THE ELECTION OF CUSTOMER OR SUNBELT, ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY PERTAINING TO THIS CONTRACT SHALL BE SETTLED BY

DISPUTE ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY PERTAINING TO THIS CONTRACT SHALL BE SETTLED BY ARBITRATION BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY AND NOT AS A PLAINITE IN A PURPORTED CLASS OR REPRESENTATIVE CAPACITY, ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION ASSOCIATION UNDER STANDING THE AMERICAN REPRESENTATIVE CAPACITY FOR ANY COURT HAVING JURISDICTION THEREOF, THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAMS TO BE ARBITRATED OR TRIED ON A CLASS ACTION BASIS.

BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR TRIED ON A CLASS ACTION BASIS.

COMPLIANCE WITH EXPORT AND IMPORT LAWS. Removal of the Equipment from the United States ("U.S.") is prohibited under this Contract. If Customer desires or causes the transport and/or operation of the Equipment outside of the U.S., Customer must (a) obtain Sunbelt's consent prior to taking such action, including approval of established customs broker, and (b) execute an amendment to this contract, which mendment is incorporated herein. If Customer exports or re-exports without complying with the above sentence, Customer agrees that (i) the Equipment is subject to and must comply with all applicable export laws, including but not limited to the Export Administration Regulations, and (ii) Customer, as the exporter/importer of record, is responsible for: (A) determining whether and obtaining if necessary, export or re-export licenses of

Customer, as the exporterimporter of record, is responsible for: (A) determining whether and obtaining it necessary, export or re-exporting the Equipment, (B) obtaining any required documentation necessary for return of the Equipment, B) obtaining any required documentation necessary for return of the Equipment, and (C) ensuring no unauthorized transfers or diversions of the Equipment occur. Refer to www tisk doc, gov for information. Customer 23)

COLLECTION OF DATA. Customer consents to the collection, use and disclosure of the data and information. Customer voluntarily provides to Sunbelt, including personal identifiable information and financial information, as well as the Telematics Data collected from the Equipment, as described in our Privacy Policy found at www.sunbelternatis.com/privacypolicy.

24)

GOVERNING LAW. The Parties expressly and irrevocably agree: (a) this Contract, including any related fort claims, shall be required to the laws of Scutth Condina, without capacit to any objective and (b) if any Scutton of this Contract is renotifiated by agree.

24) GOVERNING LAW. The Parties expressly and irrevocably agree: (a) this Contract, including any related tort claims, shall be governed by the laws of South Carolina, without regard to any conflicts of law principles and (b) if any Section of this Contract is prohibited by any law, such Section shall be ineffective to the extent of such prohibition without invalidating the remaining Sections.

25) FORCE MAJEURE. Sunbell shall not be liable or responsible to the Customer, nor be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract when and to the extent such failure or delay is caused by or results from acts beyond Sunbell's control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"):

(a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, regulations, shutdowns, or actions; (e) embargoes or slookades in effect on or after the date of this Contract. (f) national or regional emergency; (d) strikes, labor stoppages or slowdowns, or other industrial disturbances; (n) shortage of adequate power or transportation facilities and (i) other events beyond the control of Sunbell.

26) MISCELLANEOUS. This Contract, together with any Customer executed commercial credit application, if any, constitutes the entire agreement of the Parties regarding the Equipment and may not be modified except by written amendment signed by the Parties. Any reference in Customer's purchase order or other Customer document to other terms that shall control this transaction shall be vid. This Contract henefits solely the Parties and their respective permitted successors and assigns and nothing in this Contract, express or implied, corfers on any other person any

The Parlies and their respective permitted successors and assigns and nothing in this Contract, express or implied, cort on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Contract. Customer's obligations on any other person any serior equitable right, benefit or remedy of any nature whatsoever under or by reason of this Contract. Customer's obligations hereured shall survive the termination of this Contract. If any term is invalid, illegal or unenforceable, such invalidity, lingeality, or unenforceability shall not affect any other term or invalidate or render unenforceable such term. This Contract and all of Customer's rights in and to the Equipment are subordinate to all rights, title and interest of all persons (including Sunbelt's lenders) who have rights in the Equipment, Headings are for convenience only. To the rights, lite and interest of all persons (including Sunbelt's lenders) who have rights in the Equipment. Headings are for convenience only. To the extent that any terms in this Contract conflict, the Parties agree that the more specific terms control. A copy of this Contract shall be valid as the original. Any fallure by Sunbell to insist upon strict performance of any Section of this Contract shall not be construed as a waiver of the right to demand strict performance in the future. Customer and the person signing this Contract adaper, perseent and warrant that; (a) the person executing is 18 or the legal age of majority in the state, whichever is greater and they both have full authority to execute, deliver and perform this Contract. of U) this Contract constitutes a legal, valid and brinding obligation of Customer, enforceable in accordance with its term can be a state of executed, active agreement, intended to govern over conflicting terms and conditions, such agreement shall take precedence over the terms herein.

Gilbane Building Company Authorization To Proceed



CONTRACT FOR: Brookline - Driscoll School

OWNER: Town of Brookline
ADDRESS: 333 Washington Street
Brookline MA 02445

333 Washington Street

Brookline , MA, 02445

Brookline , MA, 02445

Brookline , MA, 02445

Brookline , MA, 02445

BROOKLINE ATP VERSION:

DATE OF ISSUANCE:

SUBMITTED BY:

ARCHITECT: Jonathan Levi Architects LLC, Mark Warner

PROJECT NUMBER: J08864.000 ATP NO: ATP-0118 ATP VERSION: 0

08/17/2022 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: ASI #46 and RFI #100.3 Emergency Generator Exhaust Openings

DESCRIPTION: This ATP represents cost for ASI #46 dated 6/20/22 which provided additional steel openings and slab penetrations and RFI #100.3 which created slab openings for gnerator exhaust and MC cables thorough the slabs on level 2, 3, and 4. One additional opening was needed through the roof for the generator exhaust.

Attachments:

Number	Description:	PCI Number	Change Date	Revision
0000001	ATP-118 Backup.pdf		08/17/2022	

The Following information is provided by Gilbane Building Company

Method of determining change in Contract:

ଢ଼ Guaranteed Maxim □ Other	num Price	☐ Cost Plus Fee	☐ Unit Price	□ Lump Sum
		Change In Contract Sum Dollar Amount: \$12,384.00		
Fixed		□ Estimated	☐ Time and Material	
		Change In Contract Time Time (Days): TBD		
⊽ Fixed			☐ Estimated	

Job	PCI No.	Description	Phase Code	SubContractor	Amount	Accept?
J08864.000	OS-00129	Structural Steel	01.05A.060000.I	Supermetal Structures Inc.	\$2,880.00	C Yes C No

Job	PCI No.	Description	Phase Code	SubContractor	Amount	Accept?
J08864.000	OS-00129	HVAC	01.23A.230000.TC	Patrick J Kennedy & Sons Inc	\$8,488.00	C Yes C No
J08864.000	OS-00129	Electrical	01.26A.110000.X	Wayne J. Griffin Electric, Inc.	\$.00	C Yes C No
J08864.000	OS-00129	Gen & Excess Liability Insurance	99.970.950050.Z		\$324.00	C Yes C No
J08864.000	OS-00129	Performance & Payment Bond	99.970.997000.Z		\$68.00	C Yes C No
J08864.000	OS-00129	Subcontractor Default Insurance	99.975.996000.Z		\$35.00	C Yes C No
J08864.000	OS-00129	Fee	99.999.999000.Z		\$589.00	C Yes C No
TOTAL FOR PCI No.	OS-00129				\$12,384.00	

Submitted Amt: \$12,384.00

Gilbane Building Compan	
	1

Gilbane Building Company

Signed: 8/17/2022 3:03:42 PM Eastern Standard Time - By: Linda Rosenberg (Senior Project Manager)

Gilbane Building Company: 10.41.8.26

Jonathan Levi Architects LLC

By: Carol Harris

Project Manager

Company: Jonathan Levi Architects

Date: 9/19/22

Printed Name: Carol Harris

LEFTFIELD, LLC

By: Lynn Stapleton

Title: OPM

company: LeftField Project Management

Date: 9/20/22

Printed Name: Lynn Stapleton

Town of Brookline

REVIEWED

By: A Title:

Company:
Date: 22 SEPTEMBER 2822

Printed Name: ANTHONY GUIGGI



Date: 8/17/2022

Revised:

Project Name: Project No: Michael Driscoll School

J08864

Change Summary

Change Number: OS-00129

Description: ASI #46 Emergency Generator Exhaust Structural Coordination

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.	\$2,880.00
06A Millwork	Polybois	\$0.00
07C Metal Panel	Salem Glass Company	\$0.00
07D Spray Fireproofing		\$0.00
08A Storefront	Salem Glass Company	\$0.00
08C Doors, Frames, and Hardware	Kamco Supply Corp. of Boston	\$0.00
09A Drywall & General Trades	Central Ceilings, Inc.	\$0.00
09G Resinous Floors	Stonhard	\$0.00
09H Carpeting	Capital Carpet & Flooring Specialists	\$0.00
10A Specialties	Managanaro	\$0.00
10B Signage	Metro Sions	\$0.00
11B Gym Equipment and Bleachers	The Pappas Co.	\$0.00
11C Food Service Equipment	Kitteridge Equipment Company, Inc.	\$0.00
11D Theater Equipment	Barbazon	\$0.00
31A Site Enabling	J. Derenzo Co.	\$0.00
32A Landscaping	Greenscape	\$0.00
Subguard Insurance (CDI)	1.20%	\$35.00
	Subcontractor Total	\$2,915.00

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.	\$8,488.00
26A Electrical Bond (included in above cost)	Wayne J Griffin Electric, Inc.	\$0.00
	Trade Contractor Total	\$8,488.00

Subcontractor/Trade Contractor Total	-	\$11,403.00
General Conditions		\$0.00
CM Bond	0.600%	\$68.00
Total CCIP	2.750%	\$324.00
Fee	5.00%	\$589.00
TOTAL		\$12,384.00



Patrick J. Kennedy & Sons, Inc. MECHANICAL CONTRACTORS

Number: PCO-011

PROPOSED CHANGE ORDER

Date: 6/20/22

Phone:

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

Job: 2021-05 Driscoll School - HVAC

To: Colleen Shouldice
Gilbane Building Co
Driscoll School
10 Channel Center St, Suite 10
Boston, MA 02120

Description: RFI Response 100.2 Generator Exh Costs

Source: RFI # 100.2

Additional sheet metal costs associated with RFI-100.2 new Generator Exh stack routing with additional drafting costs.

Notes:

- -Pricing valid for 45days.
- -All work during normal working hours.

Description		Quantity Unit	Unit Price	Price
Sub-Contractors (Apex Corp- See Attached)		1.00 ls	\$8,367.67	\$8,367.67
			Subtotal:	\$8,367.67
	Bond Cost	\$8,367.67	1.44%	\$120.49
			Total:	\$8,488.16
Please note that Patrick J. Kennedy & Sons, Inc. will rec	quire an extra 0 days.			
If you have any questions, please contact me at 617-446	6-8000.			

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

Apex Corporation					
PO Box 127					781-871-6227
56 Charles Street				FAX:	781-871-5280
No. Abington, MA 02351		Job : Brookline School		EMAIL :	marc @apexhvac.com
TO:		FROM:		Date:	6/20/2022
Ray Hanley-PJ Kennedy		Marc Sacco		Numbe	r of Pages
		Project Manager		Includir	ng Cover pg.
Scope: CO 10 RFI 100.2 new design gen	erator stack duct & red	Irawing drafting costs			
Description	Material	Fab & Install Labor	Labor	Subs	10% Sub Markup
Add Generator stack changes installed	37,950.00	Foreman \$146.49 per hr @ 12hrs	1,757.88		
Add Generator stack changes installed		2 Journeymen 44hrs @ \$142.09	12,503.92		
Credit Generator stack changes installed	(33,950.00)	Foreman \$146.49 per hr @ 11hrs	(1,611.39)		
Credit Generator stack changes installed		2 Journeymen 40hrs @ \$142.09	(11,367.20)		
Add additonal stack supports	350.00	2 Journeymen 3hrs @ \$142.09	852.54		
CAD drafting revisions based on new design		Foreman \$146.49 per hr @ 8hrs	1,171.92		
Trucking expenses	250.00				
Material & Expenses OH 10%	460.00				
	5,060.00		\$3,307.67	\$0.00	\$0.00
Total Change Amount	\$8,367.67				
This change order is acceptable by please signing and re	turn by fax.or email This will se	rve as our contract as per terms	in AGC Docun	nent No. 60	04

(2000). Payment terms are net 30 days for all change orders invoiced plus 1 ½ % per month charge thereafter.

No Work can be started until a signed authorization is received. Thank You Authorized Signature Company Name





Gilbane Building Company 10 Channel Center Street Suite 100

Boston, Massachusetts 02210 Phone: (617) 478-2981 RECEIVED

06 APR 2022

LeMessurier.

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

Brady Whitehill (Gilbane Building Company)

Open

04/11/2022

Brookline, Massachusetts 02446

Slab Opening and Clarifications - Levels 3, 4, and Roof

FROM:

STATUS:

DUE DATE:

COST CODE:

SPEC SECTION:

REFERENCE:

SCHEDULE IMPACT: TBD

TO: James Machek (Jonathan Levi Architects LLC)

Belinda Xian (LeMessurier Consultants, Inc.)
Mark Warner (Jonathan Levi Architects LLC)
Juho Lee (Jonathan Levi Architects LLC)
Carol Harris (Jonathan Levi Architects LLC)
Sue Hulbert (LeMessurier Consultants, Inc.)
CA GGD (Garcia Galuska DeSousa Inc)

Sean Strassell (Garcia Galuska DeSousa Inc)

DATE INITIATED: 04/06/2022

LOCATION: FLOOR 2

PROJECT STAGE: Coordination

SUB JOB:

COST IMPACT: TBD

DRAWING NUMBER: \$102A, \$103A, \$104A

LINKED DRAWINGS:

RECEIVED FROM: Ray Hanley (Patrick J. Kennedy & Sons, Inc.)

COPIES TO:

Blake Aboody (Precision Mechanical Drafting, Inc.), Lynda Callahan (Gilbane Building Company), Colleen Shouldice (Gilbane Building Company), Ray Hanley (Patrick J. Kennedy & Sons, Inc.), William Heiberger (Gilbane Building Company), Andrew Lachapelle (Wayne J. Griffin Electric, Inc.), Jean-Francois Leclerc (Supermetal Structures Inc.), Frederic Moussette (Supermetal Structures Inc.), AJ Paul (Wayne J. Griffin Electric, Inc.), Benjamin Peek (Gilbane Building Company), Mike Sippel (Edge-Global Technology Solutions, Inc.), David Stempler (Marguerite Concrete Contractors, Inc.), Derek Ullman (Gilbane Building Company), Brady Whitehill (Gilbane Building Company)

Question from Brady Whitehill (Gilbane Building Company) at 02:52 PM on 04/06/2022

As discussed in various coordination meetings, an opening will be needed for both the generator exhaust and MC cables through the slabs on Levels 2, 3, and 4, and only 1 opening through the roof for the generator exhaust. Please confirm if additional structural members will be needed to support these openings, or provide alternate solution. Refer to RFI 100.1 for Level 2 slab opening locations.

Attachments

GPSK073 - Slab Openings Needed Near Stair 1.pdf

Awaiting an Official Response

All Replies:

See LeM. response on attached in magenta.

Susan K. Hulbert, P.E. LeM. 07 APR 2022

Refer to attached JLA comments and new opening dimensions. Gilbane to incorporate openings w/ slab pen coordination drawings and trades (GBCO).

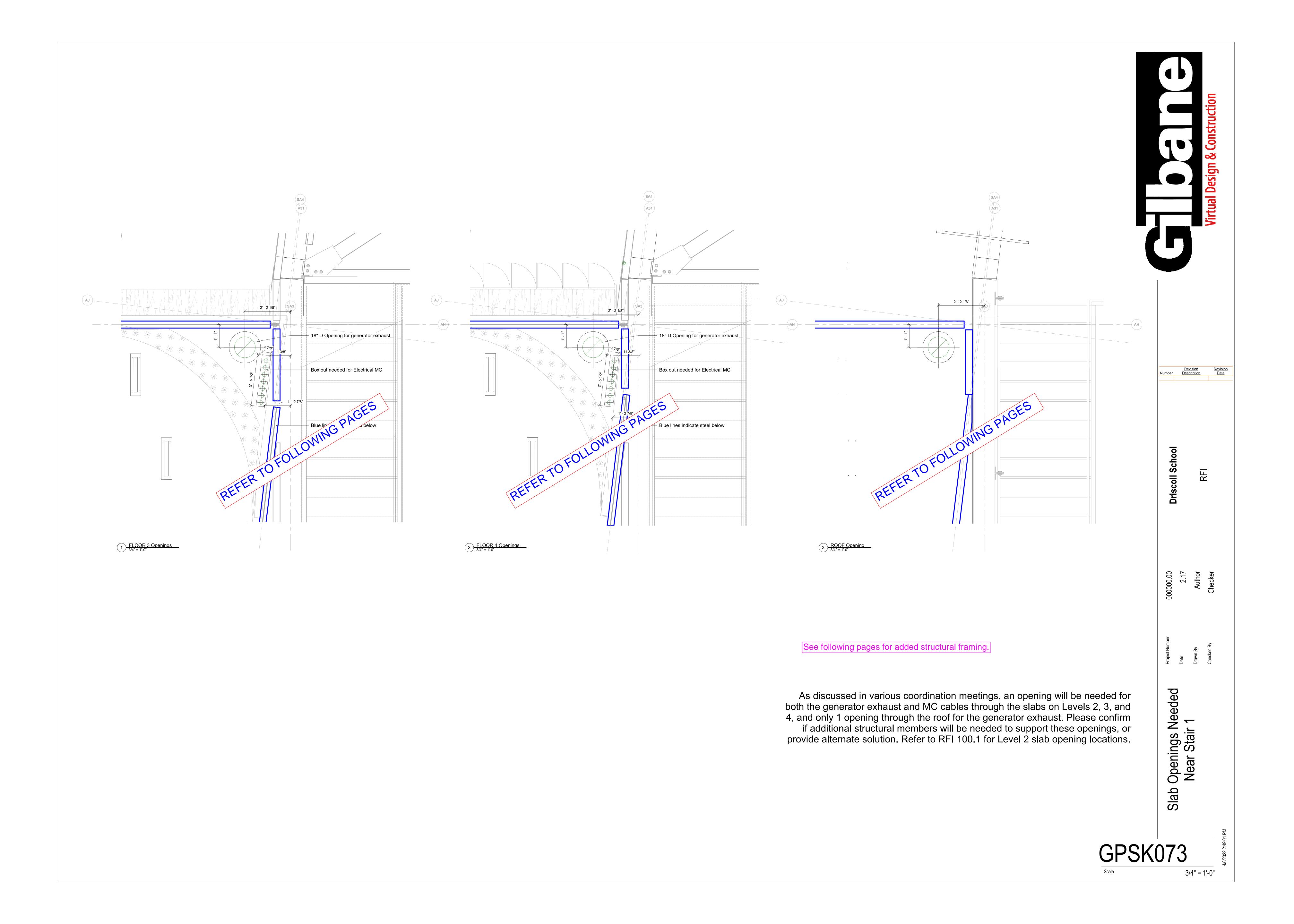
James Machek JLA 05/26/22

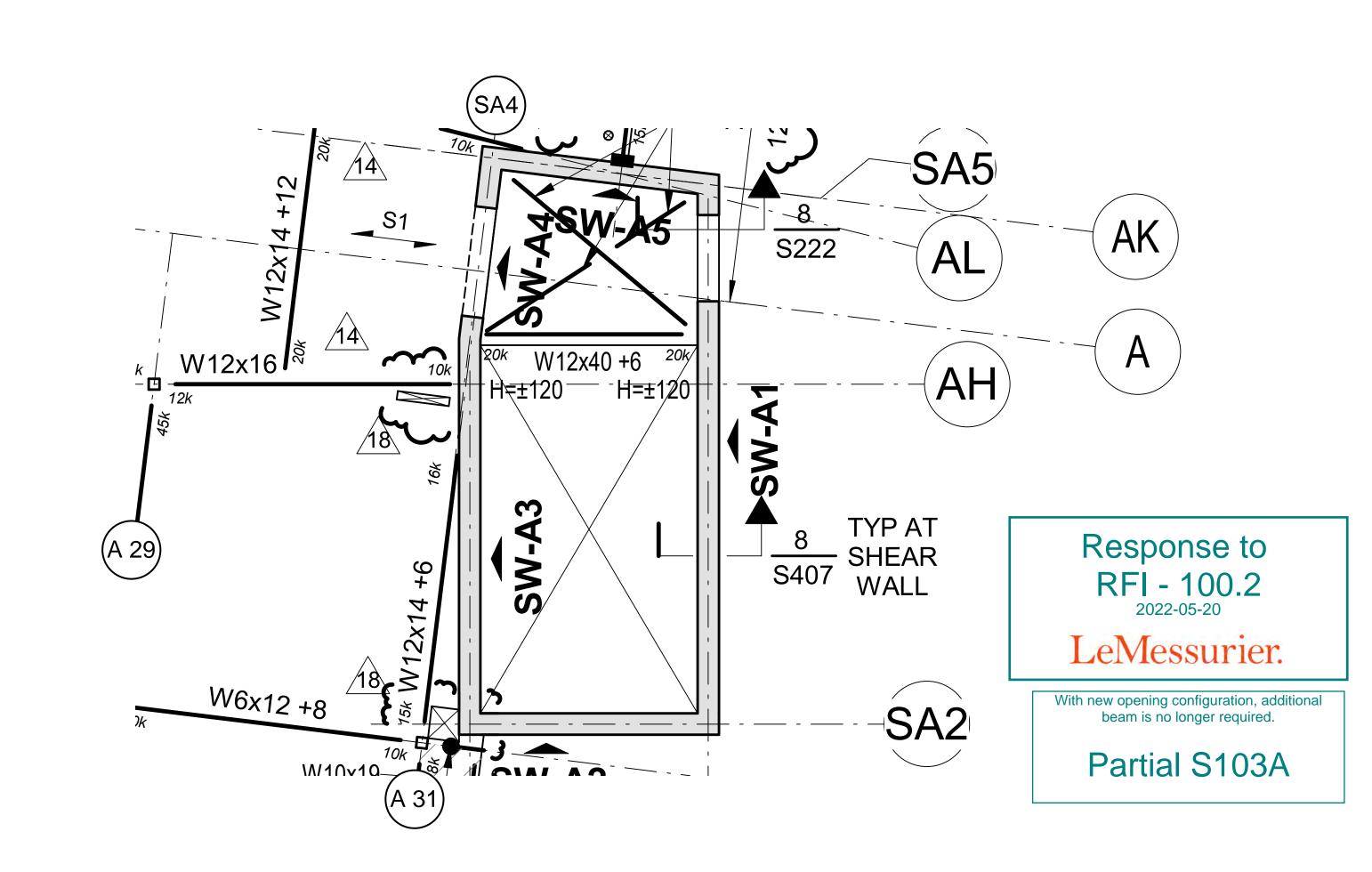
See attached for UPDATED LeMessurier response in teal. <u>JLA</u> to provide dimensions for new opening configuration.

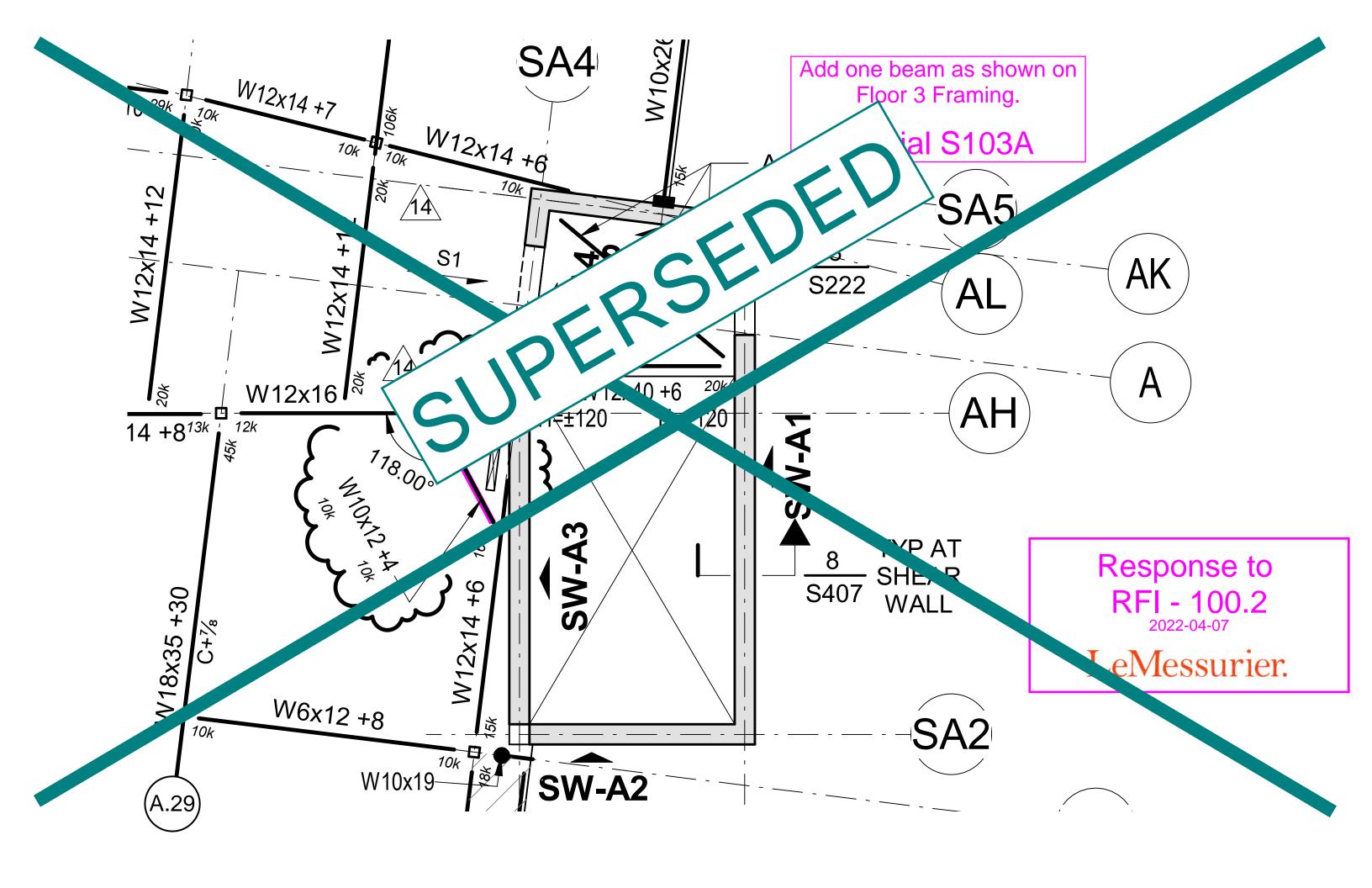
Belinda B. Xian, EIT. LeMessurier. 20 MAY 2022

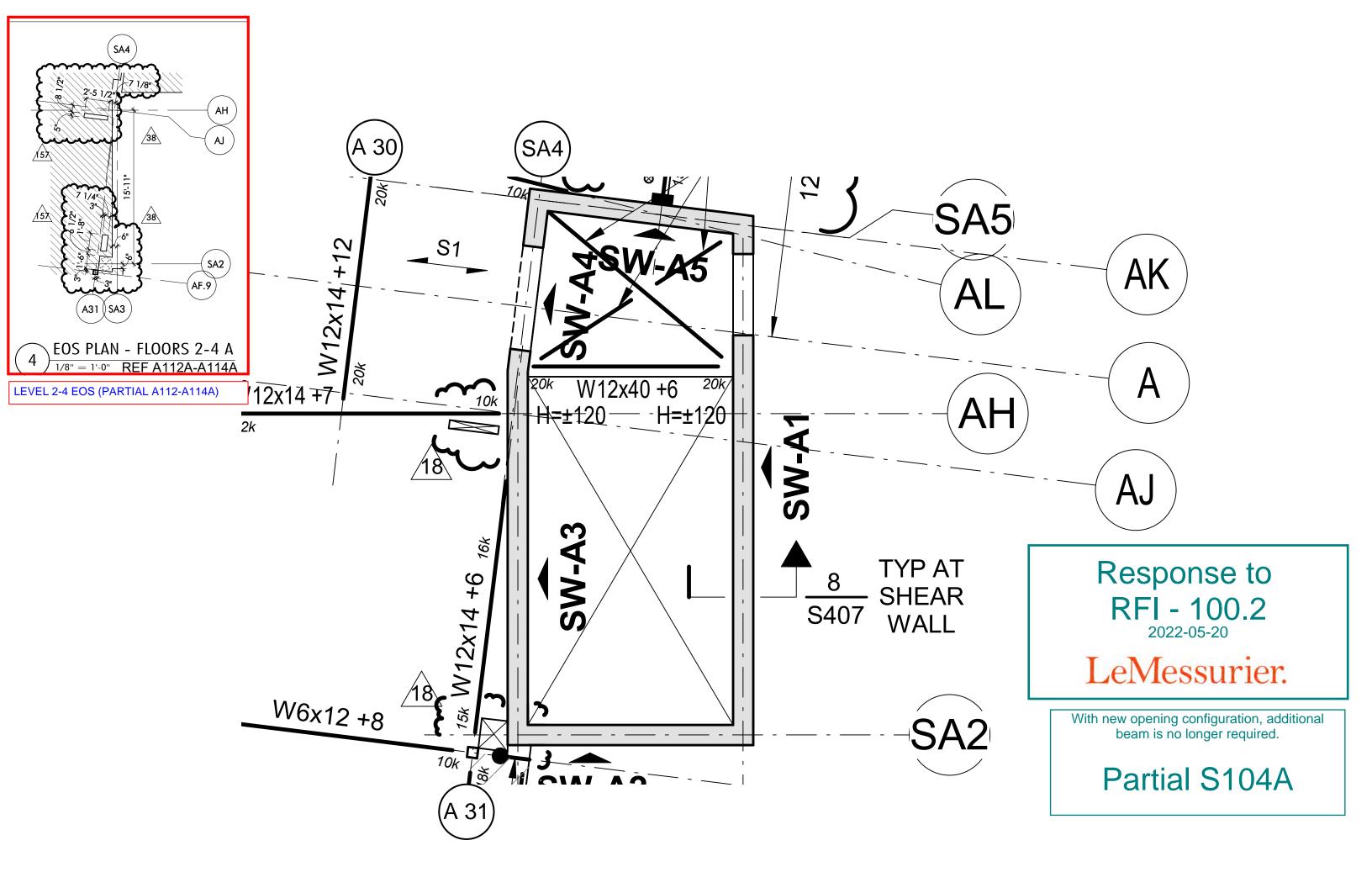
If the information provided in the response to this RFI constitutes a change in contract price or time, the trade contractor shall not proceed with this work unless authorized to do so by the Construction Manager in writing. The trade contractor shall provide the Construction Manager written notice within 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.

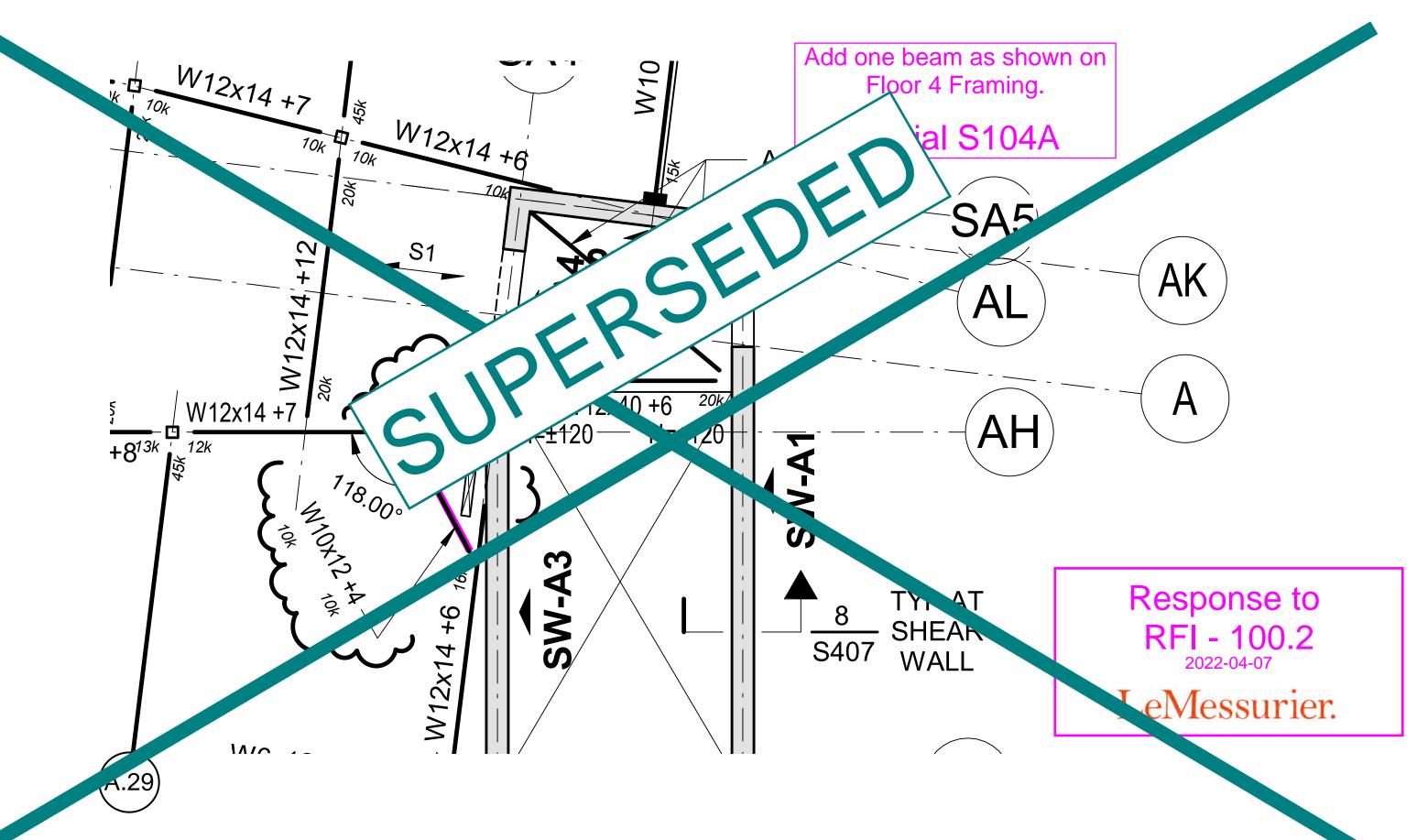
BY	DATE	COPIES TO

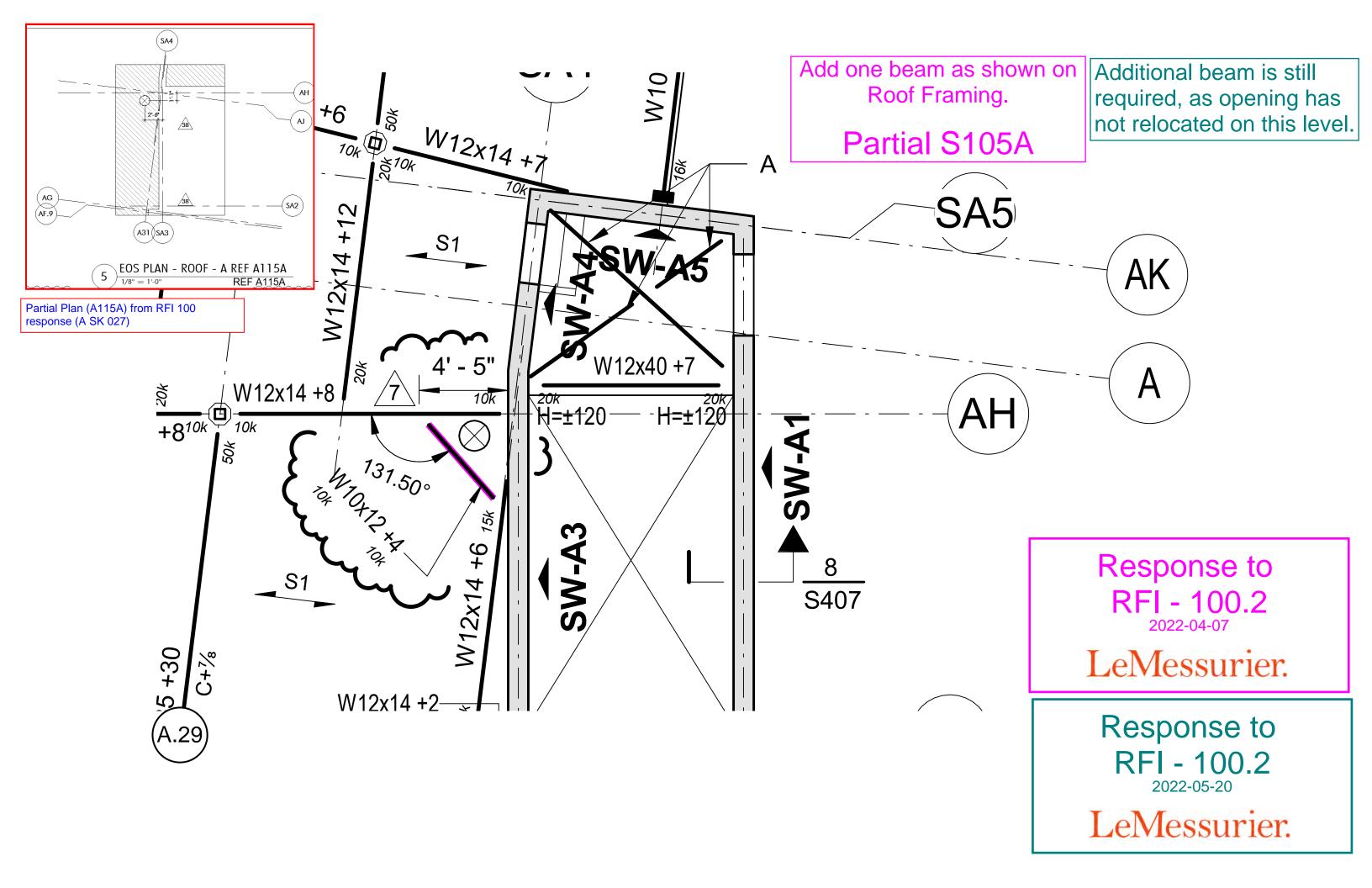












Williams Energy Products LLC

Box 383, Walpole, MA 02081 Phone 508-720-3415 Fax 508-720-3428 dan@williamsep.com

Quotation #: MF21067C **Date:** 6/16/22

To: Apex Attn: Marc

From: Daniel Willett

Job: Driscoll School Generator – Brookline, MA

Metal-Fab Inc. Model IPIC-2 generator exhaust with 0.035" 316 SS inner liner and 0.024" 304 SS outer jacket; 0.034" outer jacket above 24"ID (304 SS jacket outdoors), 2" ceramic fiber insulation, meets UL 103 and NFPA 37 for stationary engine exhaust, 1" clearance to combustibles

(1) 12" breeching from (1) generator muffler to (1) 12" stack through roof approx. 58' high with offset on roof to rooftop stack approx. 10' high

Includes adapter, supports, relief valve, bellows joints, guy ring, and stack head assembly termination

Includes all components for a complete installation; supports, expansion sections, adapters etc. per manufacturer's instructions. All bracing stock supplied by others.

Price for above material including freight cost \$37,950.00 Estimated shipping weight 2,613 lbs.

Extra charge will apply for split freight shipments

Expected arrival 3 weeks

Seismic calculations and/or stamped engineered drawings are by others.

Price is guaranteed for 60 days. Sales tax not included.

Released orders are non-cancelable or returnable.

Williams Energy Products LLC

Box 383, Walpole, MA 02081 Phone 508-720-3415 Fax 508-720-3428 dan@williamsep.com

Quotation #: MF21067B **Date:** 1/5/22

To: Apex Attn: Marc

From: Daniel Willett

Job: Driscoll School Generator – Brookline, MA-RFI 100 Generator offset changes

Metal-Fab Inc. Model IPIC-2 generator exhaust with 0.035" 316 SS inner liner and 0.024" 304 SS outer jacket; 0.034" outer jacket above 24"ID (304 SS jacket outdoors), 2" ceramic fiber insulation, meets UL 103 and NFPA 37 for stationary engine exhaust, 1" clearance to combustibles

(1) 12" breeching from (1) generator muffler to (1) 12" stack through roof approx. 58' high with offset on roof to rooftop stack approx. 10' high

Includes adapter, supports, relief valve, bellows joints, guy ring, and stack head assembly termination

Includes all components for a complete installation; supports, expansion sections, adapters etc. per manufacturer's instructions. All bracing stock supplied by others.

Price for above material including freight cost \$33,950.00 Estimated shipping weight 2,613 lbs.

Extra charge will apply for split freight shipments

Expected arrival 3 weeks

Seismic calculations and/or stamped engineered drawings are by others.

Price is guaranteed for 120 days. Sales tax not included.

Released orders are non-cancelable or returnable.

Contact Information

Prepared by: Denise McGrew

Metal-Fab Inc. 3025 May Street Wichita, KS 67213 Phone: 800-835-2830 denisem@metal-fabinc.com www.metal-fabcommercial.com

6/15/2022

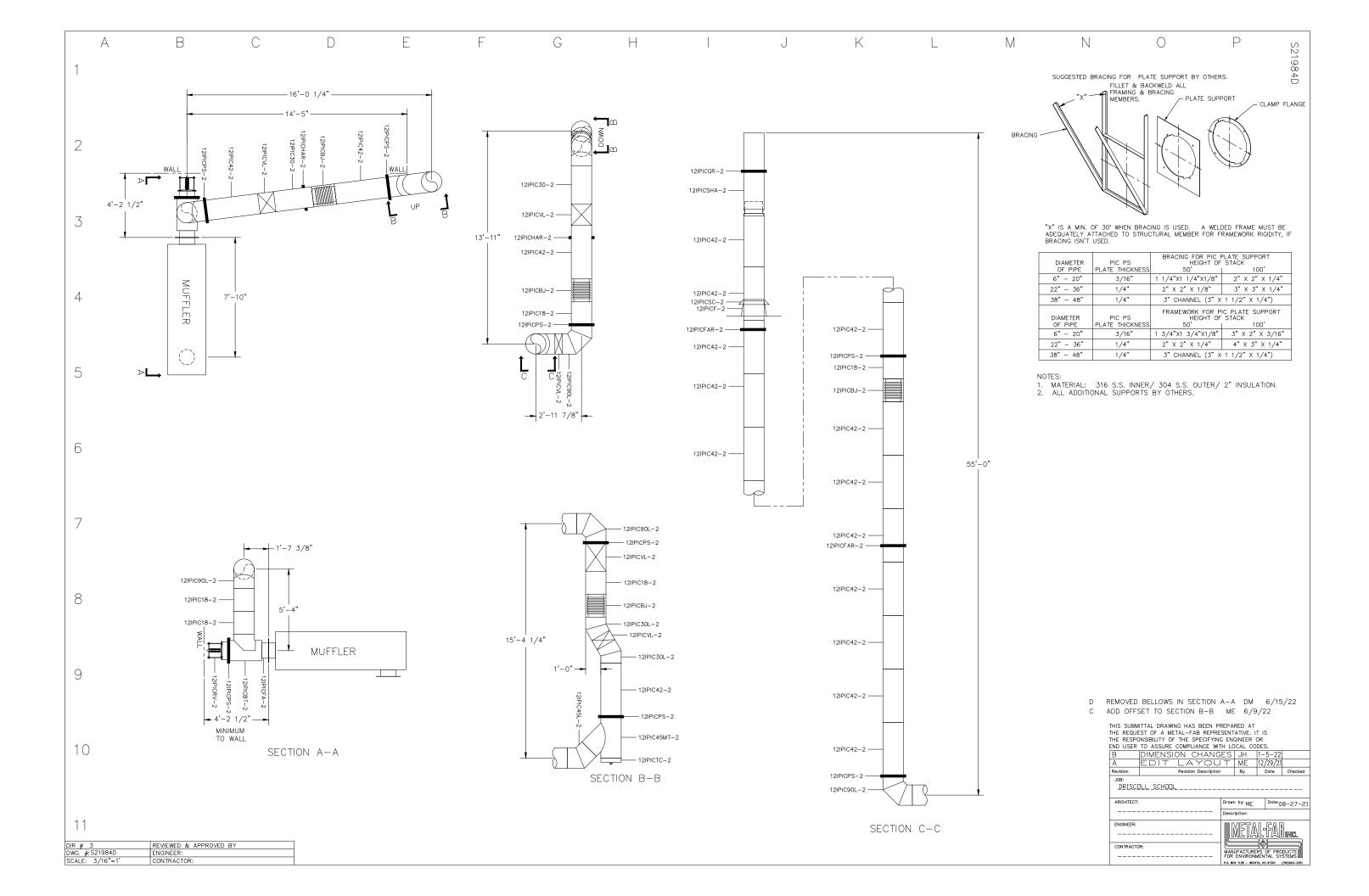
Given Information

Customer: Williams Energy Products Job Description: Driscoll School

Exhaust Temperature Exhaust Flow Rate	921 5258	-
Back Pressure Limit	7	Inches Water Column
Altitude	0	Feet above Sea Level
System Length	110.2	Feet
90 Tee	1	Each
90 Wye	0	Each
90 Elbow	2	Each
45 Tee	1	Each
45 Elbow	1	Each
30 Elbow	0	Each
Tapered Increaser	0	Each
Step Increaser	0	Each
Exit Cone	0	Each
Stack Cap	0	Each
Drain Section	0	Each
Lined Bellows	4	Each
Muffler	1	Each

Calculated Information

Pipe Diameter	12 Inches
Computed Pipe Diameter	11.87 Inches
System K	6.79
Local Barometric Pressure	29.92 Inches Mercury





August 10, 2022

SMS-GIL-032

Guibane Building Company 10 Channel Center Street #100 Boston, MA 02210 United States

To the attention of: Colleen Shouldice Via e-mail <CShouldice@GilbaneCo.com>

REFERENCE: Brookline - Driscoll School J08864

STRUCTURAL STEEL Our Contract: C3406

OBJECT: *ASI-046 (S105A only)*

Madam,

The following is to confirm the additional costs of **\$2,880** related to the supply and install of the additional steel shown on S105A only, as per ASI-046, dated June 20th, 2022. Please note that only plan S105A is included in the pricing above and that the balance of the changes will be included with ASI-049 pricing.

Please see below breakdown of the additional costs:

	TOTAL \$	2 880
Installation (GP East)	\$	1 715
Fabrication (5 hours)	\$	425
Coordination & Drafting (8 hours)	\$	600
Raw Material, Including Connections (103 lbs)	\$	139.50

Please note that due to the timing ASI-046 was issued, the change will impact fabrication, and therefore the installation schedule. Also, the field work will be done in second phase work, after the main building.

Should you have any questions, do not hesitate to contact me.

SUPERMÉTAL STRUCTURES INC.

Gabrielle Proulx-Nolin, Eng.

Project manager

M ARCHITECTURAL SUPPLEMENTAL INFORMATION

To: Lynda Callahan

Project Name: Driscoll School Date of Issuance: June 20, 2022

Project No.: 1823 ASI No.: 046

Re: Emergency Generator Exhaust Structural

Coordination

The work shall be carried out in accordance with the supplemental instructions described herein issued in accordance with the Contract Documents without change in the Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor change to the Work as consistent with the Contract Documents and return a copy to the Designer. The additions, deletions, or modifications described herewith are for information only. Changes to the contract will be accomplished by Change Order or Construction Change Directive.

DESCRIPTION

Refer to attached clarifications regarding additional steel framing and slab openings noted in RFIs 100.1 and 100.2; and slab penetration coordination submittals (levels 1, 2, 3 4 and roof).

<u>Structure:</u> This ASI contains changes resulting from RFIs 100.1 & 100.2 and slab penetration coordination submittals for levels 1-4 and roof.

Drawings:

S101A & S105A: add framing at flue area near line SA3.

S102A, S103A and S104A: revise slab openings as shown in flue area near line SA3.

ATTACHMENTS

S101A: Framing Plan Floor 1-A

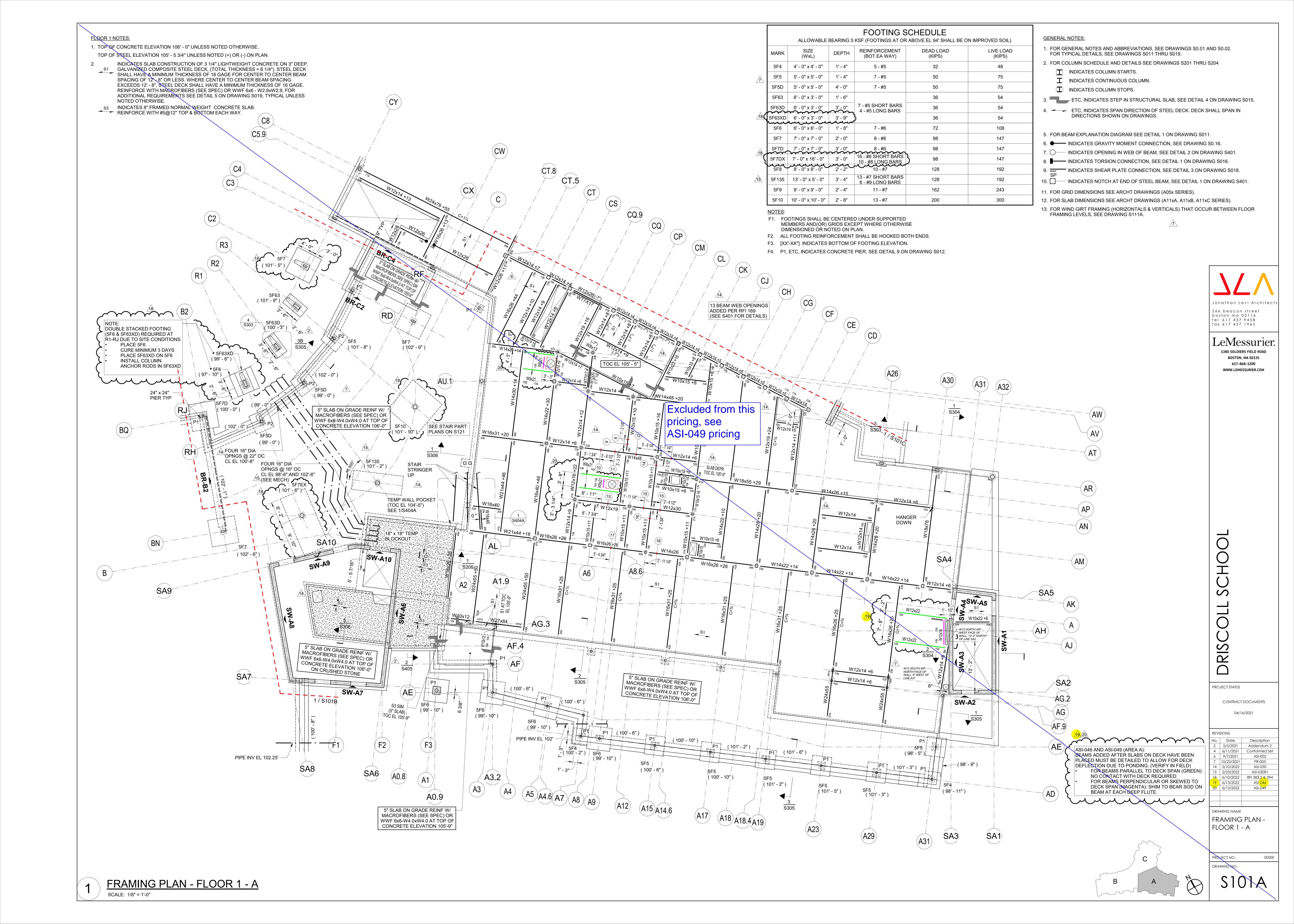
S102A: Framing Plan Floor 2-A

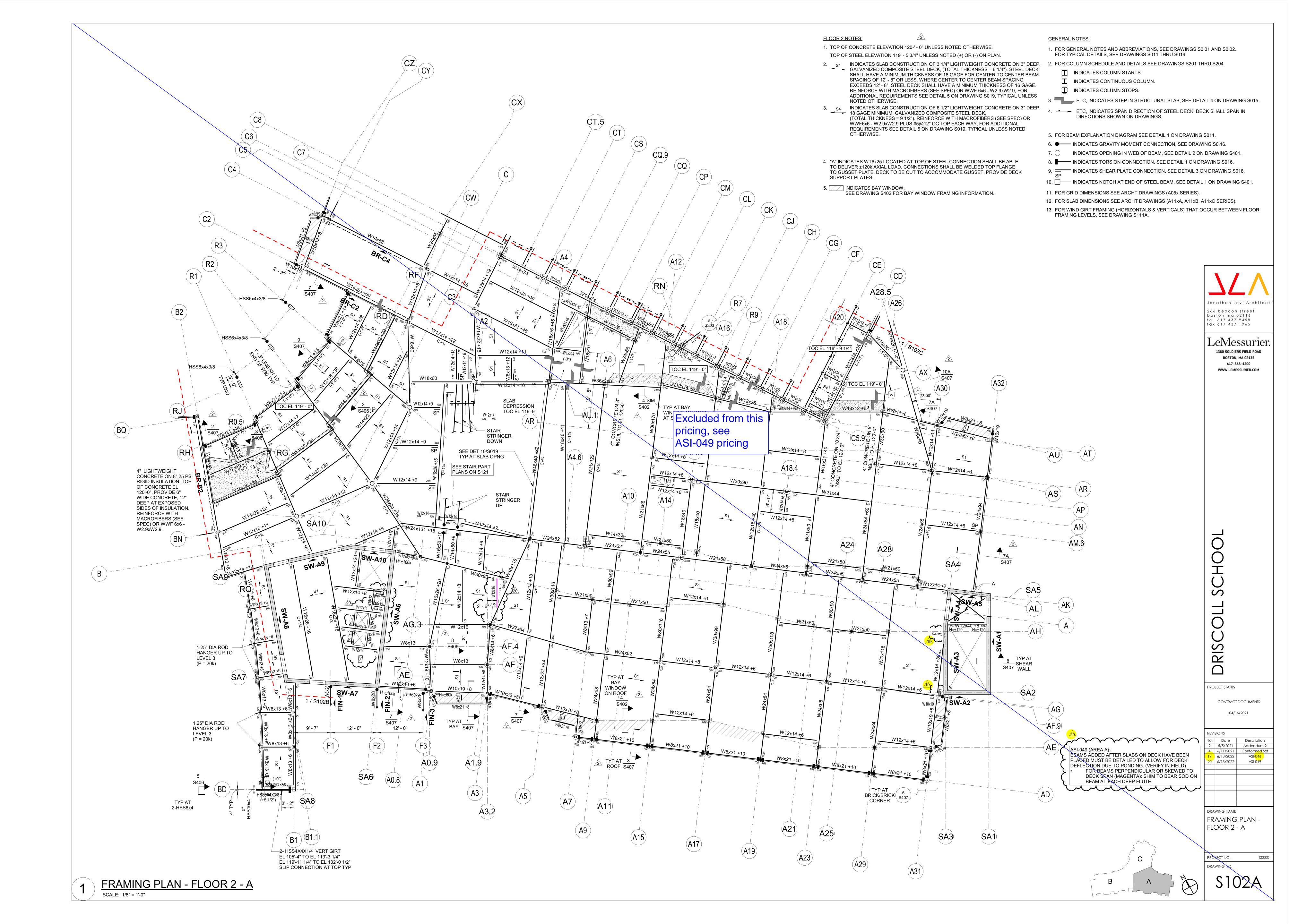
S103A: Framing Plan Floor 3-A

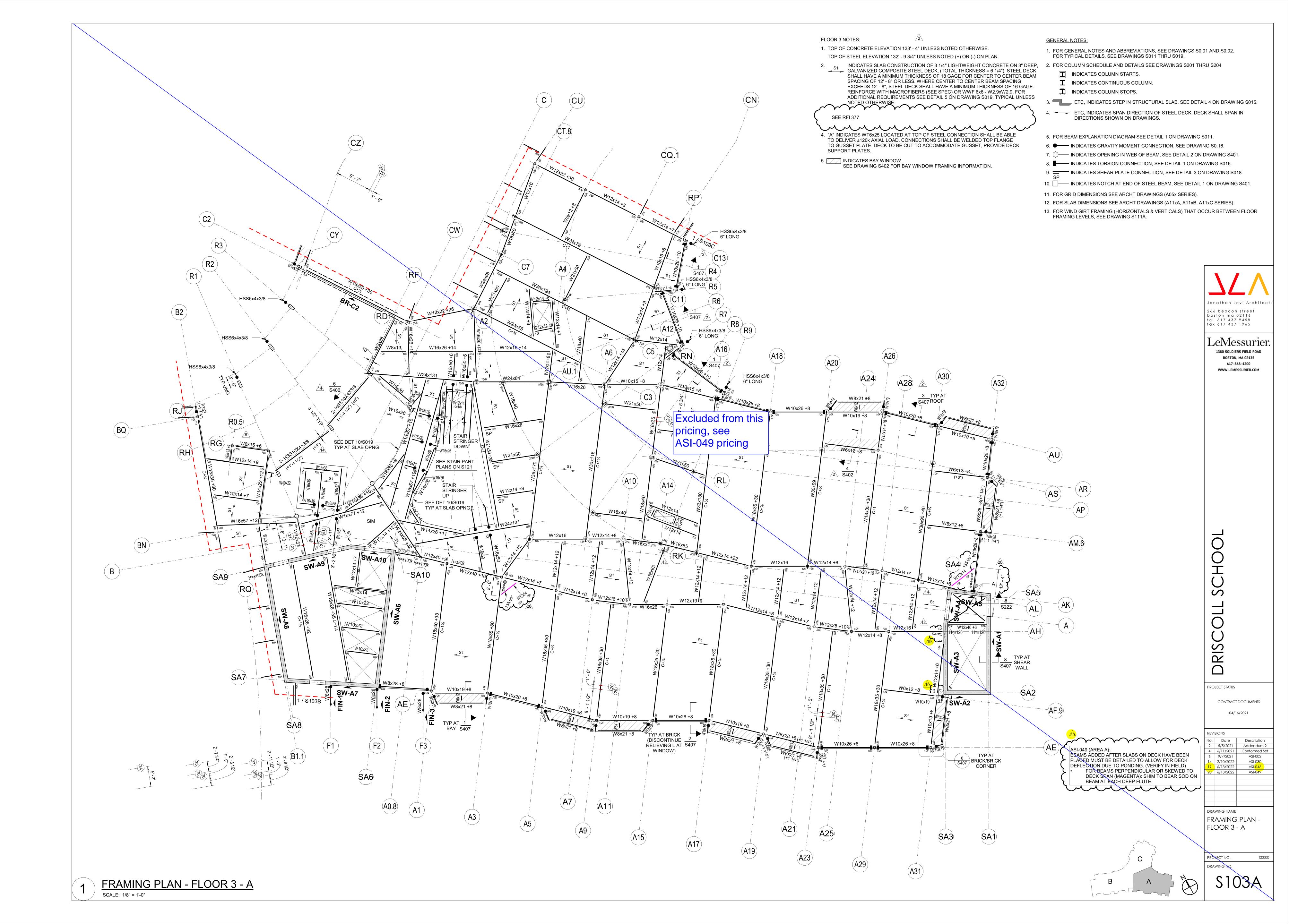
S104A: Framing Plan Floor 4-A

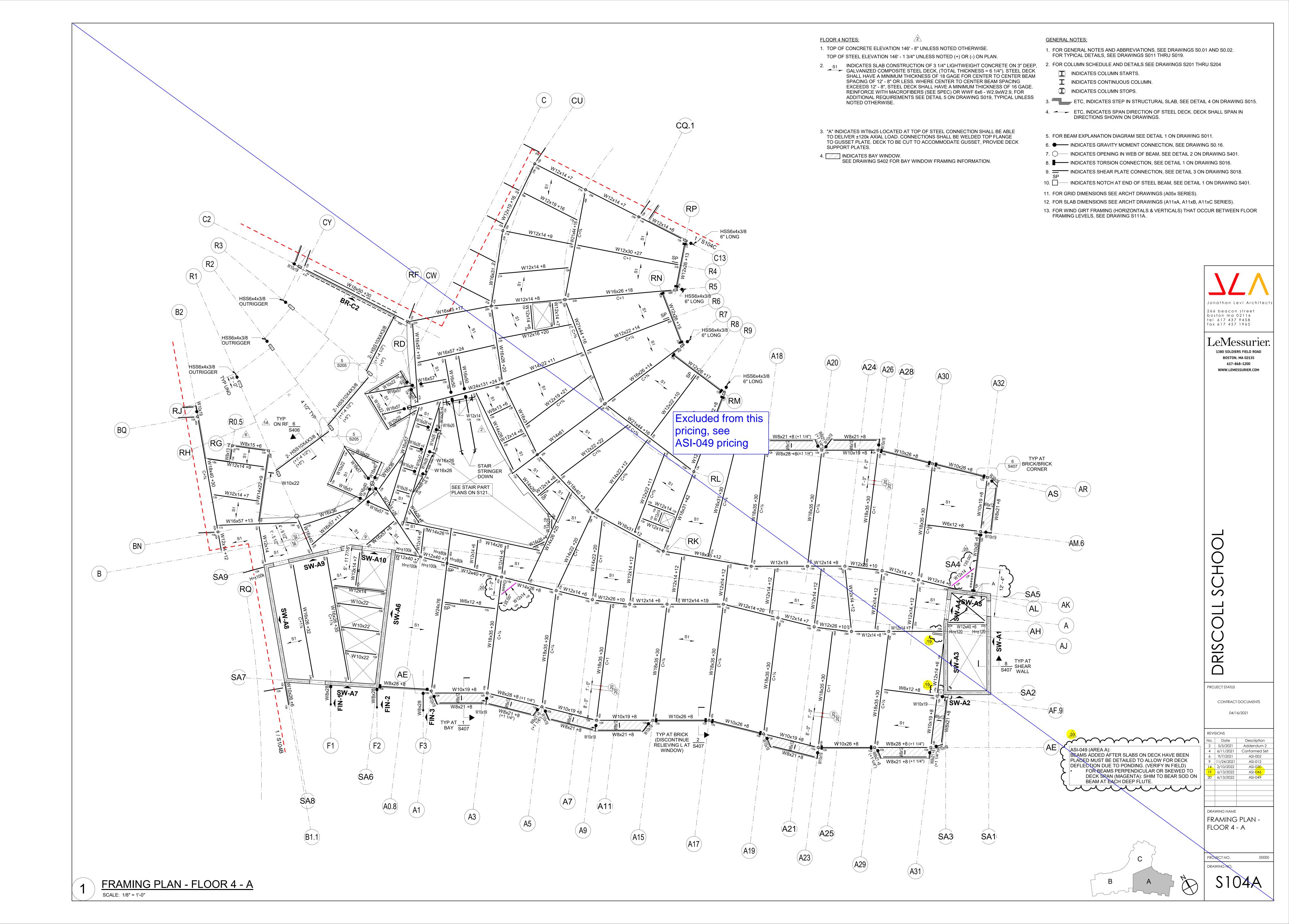
S105A: Framing Plan Roof-A

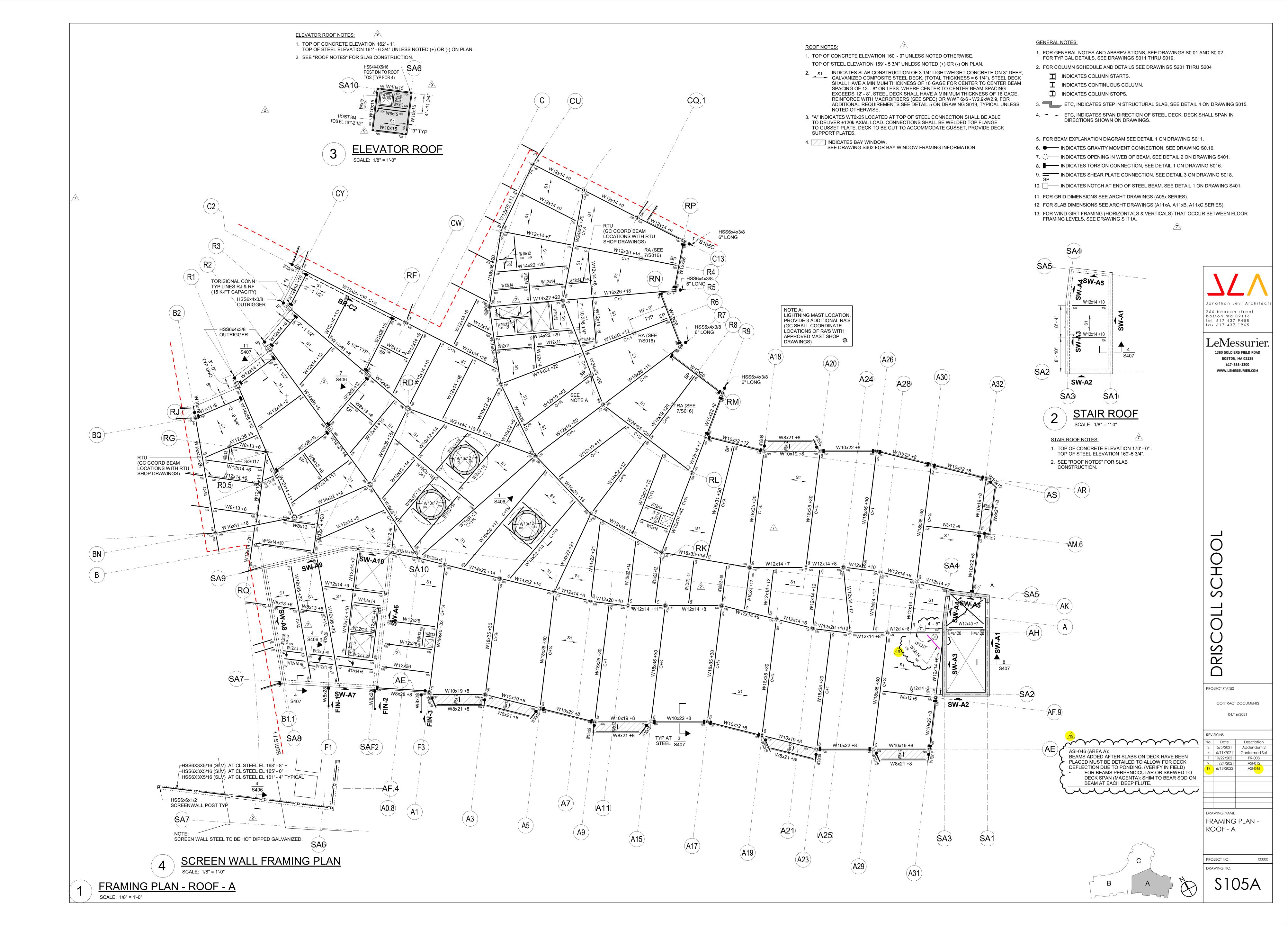
Excluded from this pricing, see ASI-049 pricing













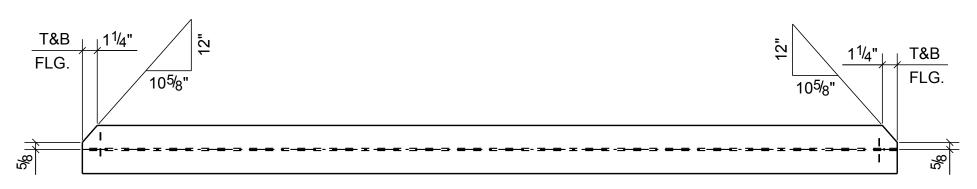
E-DWG

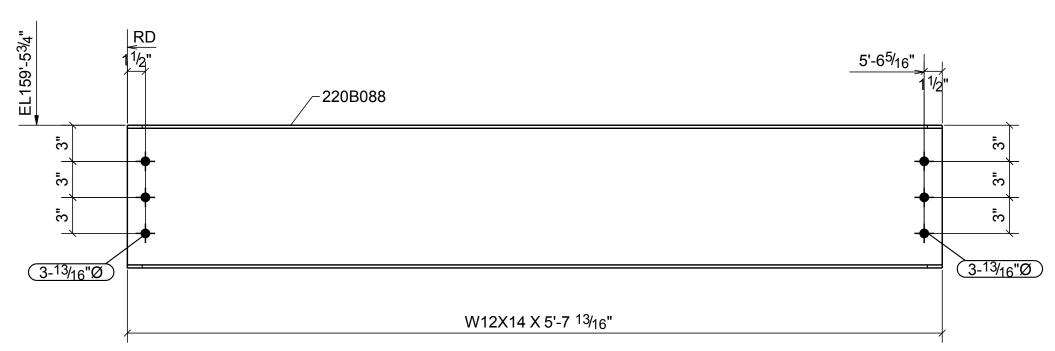
E220-DW

LEVEL

159'-5"3/4

SHOP NOTES:
- ALL INSIDE CORNERS SHALL BE MIN 1/2 RADIUSED (EX., BEAM COPES).







ONE - BEAM - 220B088

FINISH: NO PAINT U/N

E1-Code = B4E2-Code = B4E1-S/Sz = 10 kipsE2-S/Sz = 10 kips

E1-Capacity=10 Kips E2-Capacity=10 Kips

0	For Fabrication	06/28/2022
REV	DESCRIPTION	DATE



REF. DRG: SEE Grid Table

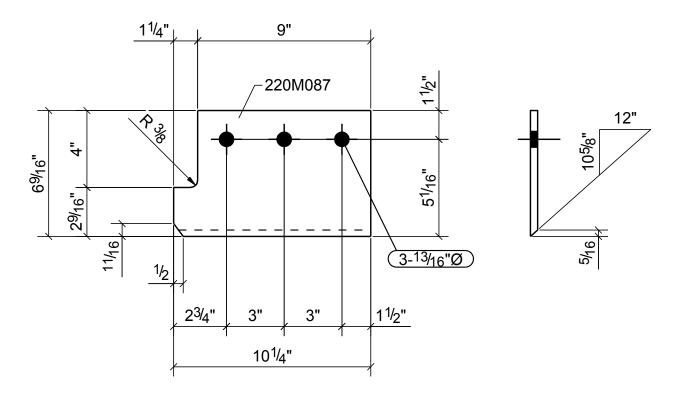
PREP NP0

	BILL OF MATERIAL								1955, 5th STREET, INDUSTRIAL CENTER, SAINT-ROMUALD (QUEBEC) CANADA GEW 5M6 TEL: (418) 834-1955 FAX: (418) 834-5151 PAINT NO PAINT						
MARK	QTY	DESCRIPTION	LENGTH	WEIGHT	MATERIAL	REMARKS	ORDER ITEM	DESCRIPTION BEAM							
220B088	1	ВЕАМ						PROJECT NAME	MICHAEL DRISCOLL MIDDLE SCHOOL						
220B088	1	W12X14	5'-7 13/16"	80	A992	NP0	1-717	DRAWN BY	JBO	CHK BY	RSA	JOB No.	DRG No. A		
		TOTAL WEIGHT THI	S DRAWING	80				DRAWN DATE	06/27/2022	CHK DATE	27-Jun-2022	3406	220B088		

220B088 C3406 PAGE 1/1

DOWCO CONSULTANTS LTD.
Tel: (604) 606-5800 Fax:(604) 606-5817
Drawing Prepared on Tekla Structures
Dowco # Drg File: 220M087
Printed by: doccontrol - 06/28/2022 @ 1

SHOP NOTES:





ONE - PLATE - 220M087

FINISH: NO PAINT U/N

		BILL O	F MA	TER	IAL	
RK	QTY	DESCRIPTION	LENGTH	WEIGHT	MATERIAL	

For Fabrication 06/28/2022 REV DESCRIPTION DATE

SUPERMETAL STRENGTH AND FLEXIBILITY

REF. DRG: SEE Grid Table

PREP NP0

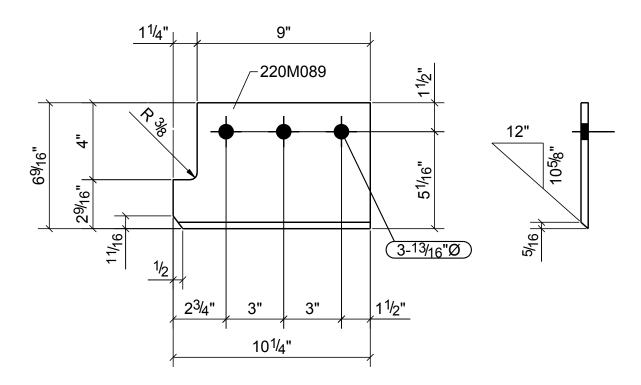
NO PAINT

MARK	QTY	DESCRIPTION	LENGTH	WEIGHT	MATERIAL	REMARKS	ORDER ITEM	DESCRIPTION	PLATE					
220M087	1	PLATE						PROJECT NAME	MICHAEL DRISCOLL MIDDLE SCHOOL					
220M087	1	PL3/8X6 9/16	0'-10 1/4"	6	A36	NP0		DRAWN BY	JBO	CHK BY	RSA	JOB No.	DRG No. A	
		TOTAL WEIGHT THI	S DRAWING	6				DRAWN DATE	06/27/2022	CHK DATE	27-Jun-2022	3406	220M087	





SHOP NOTES:





ONE - PLATE - 220M089

FINISH: NO PAINT U/N

BILL OF MATERIAL

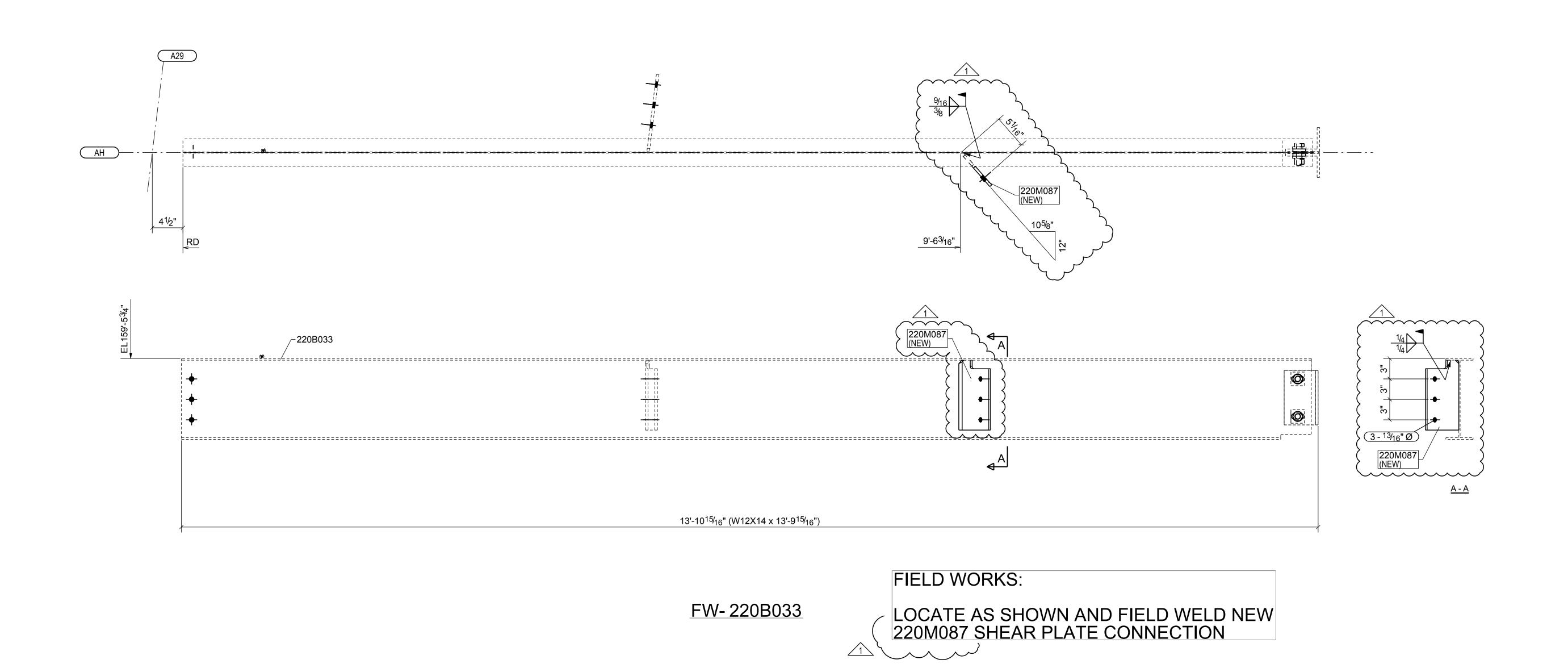
0	For Fabrication	06/28/2022
REV	DESCRIPTION	DATE

REF. DRG: SEE Grid Table

PREP NP0 1955, 5th STREET, INDUSTRIAL CENTER ,SAINT-ROMUALD (QUEBEC) PAINT NO PAINT

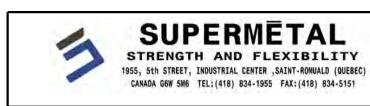
							CANADA GGH 5MG TEL: (418) 834-1955 FAX: (418) 834-5151 PAINT INO PAINT							
MARK	QTY	DESCRIPTION	LENGTH	WEIGHT	MATERIAL	REMARKS	ORDER ITEM	DESCRIPTION	PLATE					
220M089	1	PLATE			PROJECT NAME MICHAEL		MICHAEL DE	RISCOLL MI	DDLE SCHOOL					
00011000		DI 0/0//0 0/40	01.40.4/48		100	NP0		5541401514	IDO	01114 534	DCA	IOD No	DDC	

		220M089	1	PLATE					PROJECT NAME	MICHAEL DRISCOLL MIDDLE SCHOOL				
E-DWG	LEVEL	220M089	1	PL3/8X6 9/16	0'-10 1/4"	6	A36	NP0	DRAWN BY	JBO	CHK BY	RSA	JOB No.	DRG No. A
E220-DW	159'-5"1/2			TOTAL WEIGHT THIS	S DRAWING	6			DRAWN DATE	06/27/2022	CHK DATE	27-Jun-2022	3406	220M089





REV DATE



Structure: MICHAEL DRISCOLL MIDDLE SCHOOL

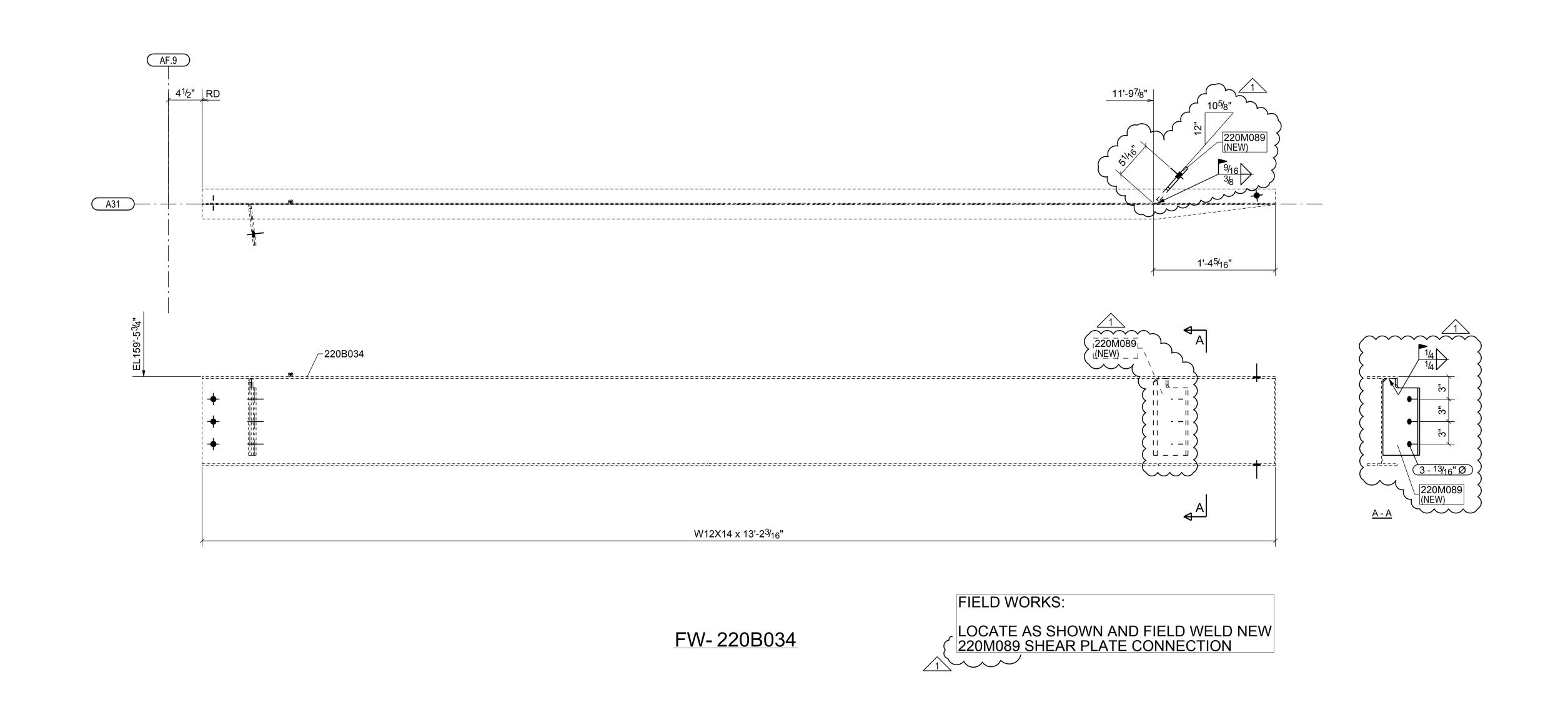
Location: 64 WESTBOURNE TERRACE, BROOKLINE, MA 02446

Dro Title: FIELDWORKS

 Drg Title:
 FIELDWORKS

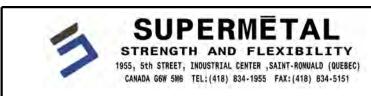
 Drawn By:
 JBO
 Chk'd By:
 JBO
 Contract No.
 Dwg Number

 Date:
 06/03/2022
 Date:
 03-Jun-2022
 3406
 FW-220B033
 Z



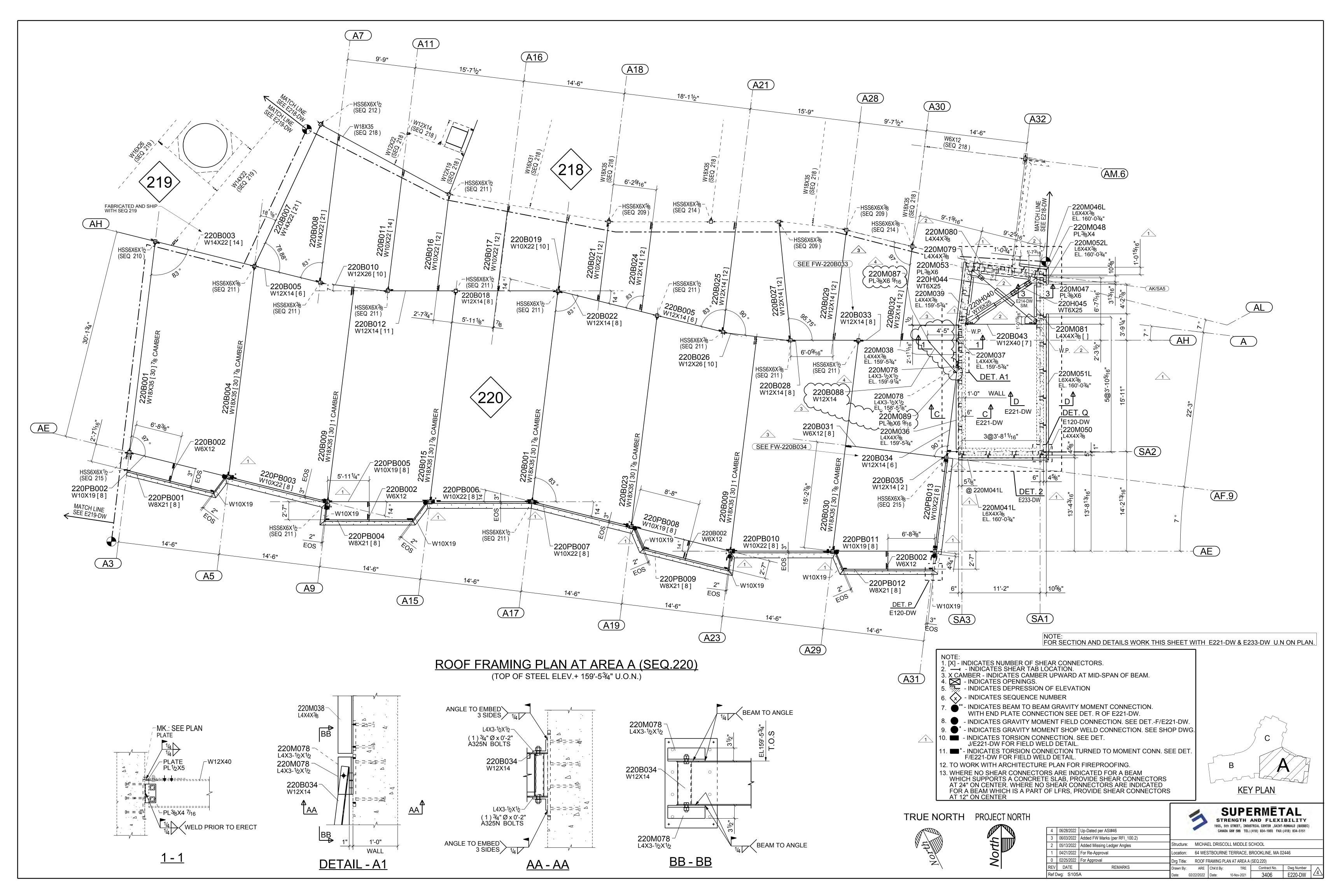


Ref Dwg:



Structure: MICHAEL DRISCOLL MIDDLE SCHOOL 1 06/28/2022 Field Work - ASI#46 0 06/03/2022 Field Work - RFI-100.2 Location: 64 WESTBOURNE TERRACE, BROOKLINE, MA 02446
 Drawn By:
 JBO
 Chk'd By:
 JBO
 Contract No.
 Dwg Number

 Date:
 06/03/2022
 Date:
 03-Jun-2022
 3406
 FW-220B034
 REV DATE REMARKS



GP EAST STEEL CO.

QUOTE

 $2707\ Cranberry\ Highway,\ Bay\ \#3$

Wareham, MA 02571 Ph: (508) 759-7779 Fax: (508) 759-7789 DATE: lob Order #: 7/21/2022 C3406

der #:

FOR CHANGE ORDER APPROVAL

ASI-046

General Contractor: Supermetal Structures Inc.

Prepared by:

Kelli Phillips

ATTENTION: Gabrielle Proulx-Nolin Michael Driscoll School - Brookline

Description	AMOUNT		
ASI-046 - QUOTE			
13 Man Hrs Total			
6.5 Foreman Hours @ \$116.42 / Hr.	\$756.73		
6.5 Journeyman Hours @ \$111.95 / Hr.	\$727.67		
Welding Machine x 3Hrs. @ \$25 /Hr.	\$75.00		
REFERENCE DRAWING - S105A			
Sub-total	\$1,559.40		
10% OH/P	\$155.94		
TOTAL	\$1,715.34		

If you have any questions concerning this change order, contact Georges El Khazen at georges@gpeaststeel.com

THANK YOU FOR YOUR BUSINESS!

Gilbane Building Company **Authorization To Proceed**



CONTRACT FOR: Brookline - Driscoll School

OWNER: Town of Brookline 333 Washington Street ADDRESS:

Brookline, MA, 02445

ARCHITECT: Jonathan Levi Architects LLC, Mark Warner

PROJECT NUMBER: ATP NO: ATP VERSION: DATE OF ISSUANCE: SUBMITTED BY:

09/07/2022 Gilbane Building Company

J08864.000

ATP-0134

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: ASI #40 Mech Service Catwalk EOS Plan Clarification.

DESCRIPTION: This ATP represents no cost per ASI #40 Mech Service Catwalk EOS Plan Clarification.

Attachments:

Number	Description:	PCI Number	Change Date	Revision		
	The	Following information is provided b Method of determining ch				
Guaranteed Maxi □ Other	mum Price	☐ Cost Plus Fee	■ Unit Price	Lump Sum		
	Change In Contract Sum Dollar Amount: \$.00					
 Fixed		□ Estimated	☐ Time and Materia	I		
		Change In Contra Time (Days):				
Fixed		num	□ Estimated			

Job	PCI No.	Description	Phase Code	SubContractor	Amount	Accept?
J08864.000	OS-00109	Cast-In-Place Concrete		Marguerite Concrete Contractors, Inc	\$.00	C Yes C No

Job	PCI No.	Description	Phase Code	SubContractor	Amount	Accept?
J08864.000	OS-00109	Structural Steel	01.05A.060000.I	Supermetal Structures Inc.	\$.00	C Yes C No
J08864.000	OS-00109	Fire Protection	01.21A.100000.I	Johnson Controls Fire Protection LP	\$.00	C Yes C No
J08864.000	OS-00109	Plumbing	01.22A.220000.TC	Patrick J Kennedy & Sons Inc	\$.00	∩ Yes ∩ No
J08864.000	OS-00109	HVAC	01.23A.230000.TC	Patrick J Kennedy & Sons Inc	\$.00	C Yes C No
J08864.000	OS-00109	Electrical	01.26A.110000.X	Wayne J. Griffin Electric, Inc.	\$.00	∩ Yes ∩ No
J08864.000	OS-00109	Gen & Excess Liability Insurance	99.970.950050.Z		\$.00	C Yes C No
J08864.000	OS-00109	Performance & Payment Bond	99.970.997000.Z		\$.00	∩ Yes ∩ No
J08864.000	OS-00109	Subcontractor Default Insurance	99.975.996000.Z		\$.00	C Yes C No
J08864.000	OS-00109	Fee	99.999.999000.Z		\$.00	C Yes C No
TOTAL FOR PCI I	No. OS-00109				\$0.00	

Submitted Amt: \$.00

Gilbane Building Company

Gilbane Building Company

Signed: 9/7/2022 3:58:16 PM Eastern Standard Time - By: Linda Rosenberg (Senior Project Manager)

Gilbane Building Company: 10.41.93.81

Jonathan Levi Architects LLC

By: Canal Harris

Project Manager

Company: Jonathan Levi Architects

Printed Name: Carol Harris

LEFTFIELD, LLC

By: Lynn Stapleton

Title: OPM

company: LeftField Project Management

Date: 9/20/22

Printed Name: Lynn Stapleton

Town of Brookline

REVIEWED

By: C 7

Title:

Company: 2| SEPTEMBER 2072

Date:

Printed Name: ANTHONY GOING

Gilbane Building Company **Authorization To Proceed**



CONTRACT FOR: Brookline - Driscoll School

OWNER: Town of Brookline 333 Washington Street ADDRESS:

Brookline, MA, 02445

PROJECT NUMBER: ATP NO: ATP VERSION:

DATE OF ISSUANCE:

SUBMITTED BY: Gilbane Building

Company

J08864.000

ATP-0136

ALTERNATE TRACKING#:

ARCHITECT: Jonathan Levi Architects LLC, Mark Warner

Gilbane Building Company submits herein its request to expend funds within the current Contract Sum/Project Budget for the work as described below. Upon your approval of this request, contractor amendments and/or purchase orders will be issued for the amounts indicated. Supporting documentation is attached as listed in Attachments below. Owner authorization is for cost of the work and does not constitute a change in the Contract Sum/Project Budget or Contract Time.

TITLE: Contingency expenditure for surveying

DESCRIPTION: This shall authorize the use of contingency funds for surveying costs for benchmarks and layout on each floor. The work will be invoiced monthly for work completed.

Attachments:

Number	Description:	PCI	Change Date	Revision				
The Following information is provided by Gilbane Building Company Method of determining change in Contract:								
☐ Guaranteed Maximum Pr☐ Other	rice	Cost Plus Fee	☐ Unit Price	Lump Sum				
		ATP Amount Dollar Amount: \$.00						
☐ Fixed ☐ Ma	ıximum 🔽	Estimated	☐ Time and Material					
		Change In Contract Time Time (Days): TBD						
Fixed			■ Estimated					

Job	PCI No.	Description	Phase Code	SubContractor	Amount	Accept?
J08864.000		GILBANE CONTINGENCY (YFH)	02.89A.899900.X		-\$15,000.00	C Yes C No
J08864.000	BT-00031	Layout & Engineering	93.926.890700.Z		\$15,000.00	C Yes C No
TOTAL FOR PCI No. BT-00031					\$0.00	

Submitted Amt: \$.00

Gilbane	Building	Compan	٧

Gilbane Building Company

Signed: 9/8/2022 9:28:37 AM Eastern Standard Time - By: Linda Rosenberg (Senior Project Manager)

Gilbane Building Company: 10.20.1.97

Jonathan Levi Architects LLC

By: Title:	Project Manager
Company	Jonathan Levi Architects
Date:	9/21/22
Printed Name	Carol Harris

LEFTFIELD, LLC

By:	Lynn Stapleton
Title:	о́Рм.
Company:	LeftField Project Management
Date:	09/21/22
Printed Name:	Lynn Stapleton

Town of Brookline

By:
Title:

Company:

Date: 91 SEPTEMBER 2022

Printed Name: ANTHOMY GUICH

REVIEWED

Gilbane Building Company **Authorization To Proceed**



CONTRACT FOR: Brookline - Driscoll School

OWNER: Town of Brookline 333 Washington Street ADDRESS:

Brookline, MA, 02445

ARCHITECT: Jonathan Levi Architects LLC, Mark Warner

PROJECT NUMBER: ATP NO: ATP VERSION: DATE OF ISSUANCE: SUBMITTED BY:

08/30/2022 Gilbane Building Company

J08864.000

ATP-0126

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 #391 Brick Shelf Conflict at A31 Line

DESCRIPTION: This ATP represents T&M cost per GBCO Ticket #120 to modify rebar and formwork per RFI #391 brick shelf conflict at A31

Attachments:

Fixed

Number	Description:	PCI Number	Change Date	Revision
0000001	ATP-126 Backup.pdf		08/30/2022	

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 Dollar Amount: \$76°		
Fixed		□ Estimated	☐ Time and Material	
		Change In Contract Time (Days): TBI		

Job	PCI No.	Description	Phase Code	SubContractor	Amount	Accept?
J08864.000	OS-00121	Cast-In-Place Concrete		Marguerite Concrete Contractors, Inc	\$693.00	C Yes C No

Estimated

Job	PCI No.	Description	Phase Code	SubContractor	Amount	Accept?
J08864.000	OS-00121	Gen & Excess Liability Insurance	99.970.950050.Z		\$20.00	C Yes C No
J08864.000	OS-00121	Performance & Payment Bond	99.970.997000.Z		\$4.00	C Yes C No
J08864.000	OS-00121	Subcontractor Default Insurance	99.975.996000.Z		\$8.00	C Yes C No
J08864.000	OS-00121	Fee	99.999.999000.Z		\$36.00	C Yes C No
TOTAL FOR PCI No. OS-00121				\$761.	00	

Submitted Amt: \$761.00

Gilbane	Building	Com	nanv

Gilbane Building Company

Signed: 8/30/2022 5:09:48 PM Eastern Standard Time - By: Linda Rosenberg (Senior Project Manager)

Gilbane Building Company: 10.41.203.85

Jonathan Levi Architects LLC

By: Carol Harris

Title: Project Manager

Company: Jonathan Levi Architects

Date: 9/6/22

Printed Name: Carol Harris

LEFTFIELD, LLC

By: Lynn Staplaton

Title: OPM

company: LeftField Project Management

Date: 9/20/22

Printed Name: Lynn Stapleton

Town of Brookline

REVIEWED

Bv:	
Title:	
Company:	21 SEPTEMBER 2027
Date: Printed Name:	



8/30/2022 Date:

Revised:

Project Name: Project No: Michael Driscoll School

J08864

Change Summary

Change Number: OS-00121

Description: RFI #391 Brick Shelf Conflict at A31 Line

Bid Package / Scope of Work	Subcontractor	Cost
02A Abatement / Demolition	American Environmental	\$0.00
03A Concrete	Marguerite Concrete, Inc.	\$693.00
05A Structural Steel	SuperMetal Structures Inc.	\$0.00
06A Millwork	Polybois	\$0.00
07C Metal Panel	Salem Glass Company	90.00
07D Spray Fireproofing	Ricmor Construction, Inc.	90.00
08A Storefront	Salam Glass Company	00.02
08C Doors, Frames, and Hardware	Kamco Supply Corp. of Boston	\$0.00
09A Drywall & General Trades		\$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
11B Gym Equipment and Bleachers	The Pappas Co.	\$0.00
11C Food Service Equipment	Kitteridge Equipment Company, Inc.	\$0.00
11D Theater Equipment	Barbazon	\$0.00
31A Site Enabling		\$0.00
32A Landscaping		\$0.00
Subguard Insurance (CDI)	1.20% _	\$8.00
	Subcontractor Total	\$701.00

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	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)		
	Trade Contractor Total	\$0.00

Subcontractor/Trade Contractor Total	-	\$701.00
General Conditions		\$0.00
CM Bond	0.600%	\$4.00
Total CCIP	2.750%	\$20.00
Fee	5.00%	\$36.00
TOTAL		\$761.00



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

Prime Contract Potential Change Order #042: RFI #391- modify rebar and formwork

то:	Gilbane Building Company 10 Channel Center St Suite 100 Boston, Massachusetts 02210	FROM:	Marguerite Concrete Inc. 11 Rosenfeld Drive Hopedale, Massachusetts 01747
PCO NUMBER/REVISION:	042 / 0	CONTRACT:	1 - Driscoll School Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Jasmine Washington (Marguerite Concrete Inc.)
STATUS:	Pending - Proceeding	CREATED DATE:	6/14/2022
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
		TOTAL AMOUNT:	\$693.28

POTENTIAL CHANGE ORDER TITLE: RFI #391- modify rebar and formwork

CHANGE REASON: No Change Reason

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

CE #066 - RFI #391- modify rebar and formwork

RFI #391- modify rebar and formwork

ATTACHMENTS:

GBCO Ticket #210.pdf_

<u>Description</u>	<u>UOM</u>	Unit Price	Quantity	<u>Subtotal</u>
Ironworker Journeyman	hours	\$115.17	2	\$230.34
Ironworker Foreman	hours	\$115.47	2	\$230.94
Carpenter Forman	hours	\$116.00	2	\$232.00
		(OH&P 10.00%	\$0.00
	-		Grand Total:	\$693.28

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

TIME & MATERIAL REPORT



WORK REPORTS ARE TO BE MADE OUT DAILY WHEN EXTRA WORK (AUTHORIZED OR UNAUTHORIZED) IS IN PROGRESS, AND MUST BE SUBMITTED FOR SIGNATURE DURING THE DAY FOLLOWING SUCH WORK. NOTIFICATION MUST BE GIVEN TO GILBANE PRIOR TO START OF EACH DAY'S WORK

SHIFT 12-8 : 8-4 : 4-12 : CE No. OS - 12 | DATE OF WORK 6 | 6 | 22

OF EACH DAY 5 WORK.	GILBANE JOB NO. & DESCRIPTION HDS
TRADE CONTRACTOR/SUBCONTRACTOR _	Margrerite
WORK DESCRIPTION, LOCATION PF1	#399 modifyrebar, formwork
able to use rebar	onsite

LABOR/PERSONNEL	S.T.	1 1/2	DBL.	EQUIPMENT USED	
NAME CLASSIFICATION	ON TIME	TIME	TIME	TYPE-MANUFACTURER-CAPACITY	HRS
Matt Cremins-IWF	2				
Dave Moore	2				
Jason Gouviea	2				
				MATERIAL USED	
				FULL DESCRIPTION	
TOTAL LABOR/PERSONNEL	6				

Signature acknowledge	s labor, equipment, time and material used but does not change contractual obligations of eitner party."
DATE 6/13	22

Name Title Gilbane

me Title Contractor's Agent

Contractor - Original



JOB WORK ORDER

CONCRETE, INC.

18721

11 ROSENFELD DRIVE HOPEDALE, MA 01747 (P): 508-482-0060 (F): 508-482-0066		DATE	OF WORK	6	120	22	
DRISCOLL School	G	SENERAL CO	NTRACTOR:				
WORK PERFORMED: ADDED WORK DUE to RFI 391							
Modity Reban Form W		K. I. J.					
THE CONTRACTOR OF THE PARTY OF	016						
EXTRA EQUIPMENT: ABLE TO USE OF	7 5/4	e ael	ian t	2 M	odify		
					*		
LABOR RECORD (OF EXTRA	1			Cement.	Straight	
Employee Name	worker	Carpenter	Laborer	Operator	Finisher	Hours	OT
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3 DHAR LOCOKE		10				d	
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13.							
EXTRA MA							
(Supplier Name, Ticket #, /	Amt of Materia	I, Pulled from St	ock, Receipts, e	etc)			
WORK AUTHORIZATION SIGNATURE: PRINTED	NAME:				DATE:		



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

Closed on 06/06/22

06/06/2022

Tristan Bezzant (Gilbane Building Company)

Brick shelf conflict at A31 line

FROM:

STATUS:

DUE DATE:

COST CODE:

SCHEDULE IMPACT:

SPEC SECTION:

REFERENCE:

TO: Sue Hulbert (LeMessurier Consultants, Inc.) Juho Lee (Jonathan Levi Architects LLC)

Mark Warner (Jonathan Levi Architects LLC) Belinda Xian (LeMessurier Consultants, Inc.) James Machek (Jonathan Levi Architects LLC)

Carol Harris (Jonathan Levi Architects LLC)

DATE INITIATED: 06/03/2022

LOCATION:

PROJECT STAGE:

SUB JOB: **COST IMPACT:**

DRAWING NUMBER: A227

LINKED DRAWINGS:

RECEIVED FROM:

COPIES TO:

Tristan Bezzant (Gilbane Building Company), Lynda Callahan (Gilbane Building Company), Colleen Shouldice (Gilbane Building Company), Franco Indomenico (Armani Restoration Inc), David Fernandes (Fernandes Masonry, Inc.), Shruti Gautam (Marguerite Concrete Contractors, Inc), Jason Gouveia (Marguerite Concrete Contractors, Inc), William Heiberger (Gilbane Building Company), Sue Hulbert (LeMessurier Consultants, Inc.), Fabrizo Ossino (Armani Restoration Inc), Benjamin Peek (Gilbane Building Company), Lucas Seiferth (Gilbane Building Company), David Stempler (Marguerite Concrete Contractors, Inc.), Steve Tobin (Fernandes Masonry, Inc.), Derek Ullman (Gilbane Building Company), Brady Whitehill (Gilbane Building Company), Belinda Xian (LeMessurier Consultants, Inc.)

Question from Tristan Bezzant (Gilbane Building Company) at 02:12 PM on 06/03/2022

urgent There is a conflict along A31 line between the brick shelf, which steps down from elevation 105'-4" to 101'-4". The top of concrete piers at A31/AD and A31/AE remain at 105'-4". The P1 concrete pier protrudes into the brick shelf. Please advise on an acceptable detail for wall/ brick shelf along A31. See attached sketch.

Attachments:

Brick shelf- column conflict.pdf

Official Response: Carol Harris (Jonathan Levi Architects LLC) responded on Monday, June 6th. 2022 at 1:42PM EDT JLA/LeMessurier response attached.

Attachments:

RFI 391-Brick shelf conflict at A31 line RESPONSE.pdf

All Replies:

Response from Carol Harris (Jonathan Levi Architects LLC) at 01:42 PM on 06/06/2022

JLA/LeMessurier response attached.

Attachments:

RFI 391-Brick shelf conflict at A31 line 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.

ВУ	DATE	COPIES TO



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

Phone: (617) 478-2981

03 JUN 2022 LeMessurier.

RFI #391

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

Brick shelf conflict at A31 line

TO: James Machek (Jonathan Levi Architects LLC)

Belinda Xian (LeMessurier Consultants, Inc.) Mark Warner (Jonathan Levi Architects LLC) Juho Lee (Jonathan Levi Architects LLC) Carol Harris (Jonathan Levi Architects LLC)

Sue Hulbert (LeMessurier Consultants, Inc.)

DATE INITIATED: 06/03/2022

LOCATION:

PROJECT STAGE:

SUB JOB: **COST IMPACT:**

DRAWING NUMBER: A227

LINKED DRAWINGS:

RECEIVED FROM:

FROM: Tristan Bezzant (Gilbane Building Company)

COPIES TO

STATUS: Open **DUE DATE:** 06/06/2022

COST CODE:

SCHEDULE IMPACT: SPEC SECTION: REFERENCE:

COPIES TO: Tristan Bezzant (Gilbane Building Company), Lynda Callahan (Gilbane Building Company), Shruti Gautam (Marguerite Concrete Contractors, Inc), Jason Gouveia (Marguerite Concrete Contractors, Inc), William Heiberger (Gilbane Building Company), Sue Hulbert (LeMessurier Consultants, Inc.), Benjamin Peek (Gilbane Building Company), Lucas Seiferth (Gilbane Building Company), Colleen Shouldice (Gilbane Building Company), David Stempler (Marguerite Concrete Contractors, Inc), Derek Ullman (Gilbane Building Company), Brady Whitehill (Gilbane Building Company), Belinda Xian (LeMessurier Consultants, Inc.)

Question from Tristan Bezzant (Gilbane Building Company) at 02:12 PM on 06/03/2022

DATE

urgent There is a conflict along A31 line between the brick shelf, which steps down from elevation 105'-4" to 101'-4". The top of concrete piers at A31/AD and A31/AE remain at 105'-4". The P1 concrete pier protrudes into the brick shelf. Please advise on an acceptable detail for wall/ brick shelf along A31. See attached sketch.

Attachments:

Brick shelf- column conflict.pdf

Awaiting an Official Response

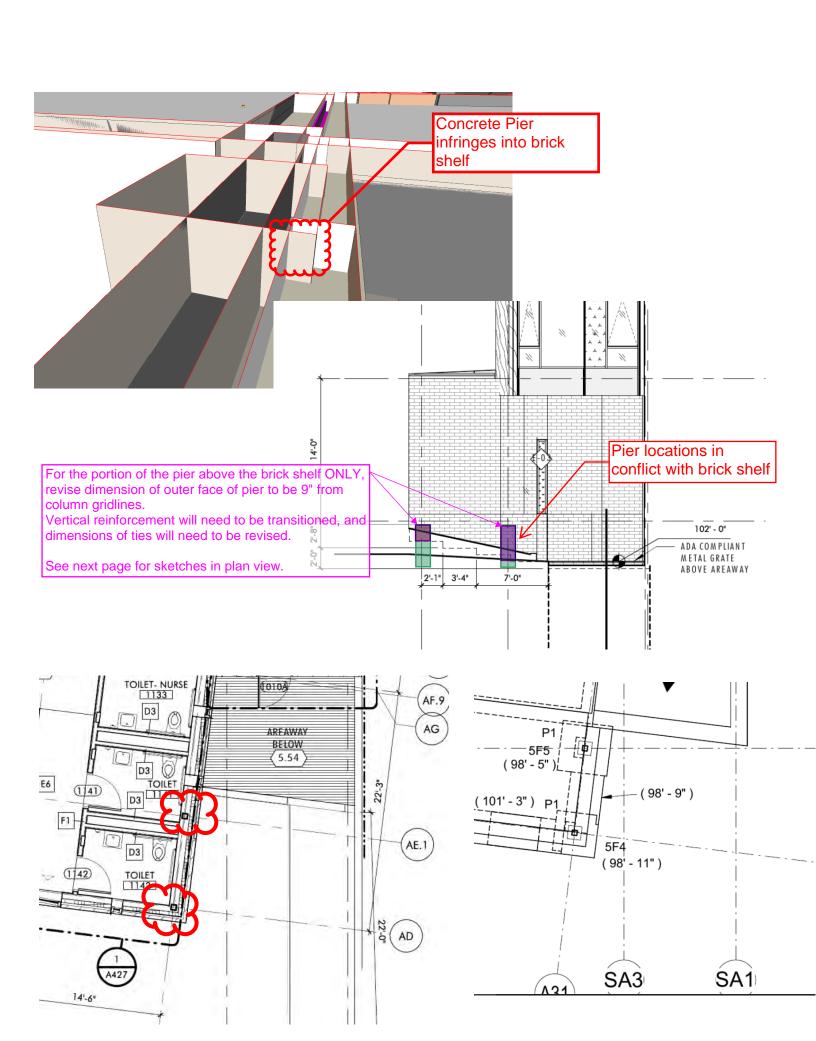
All Replies:

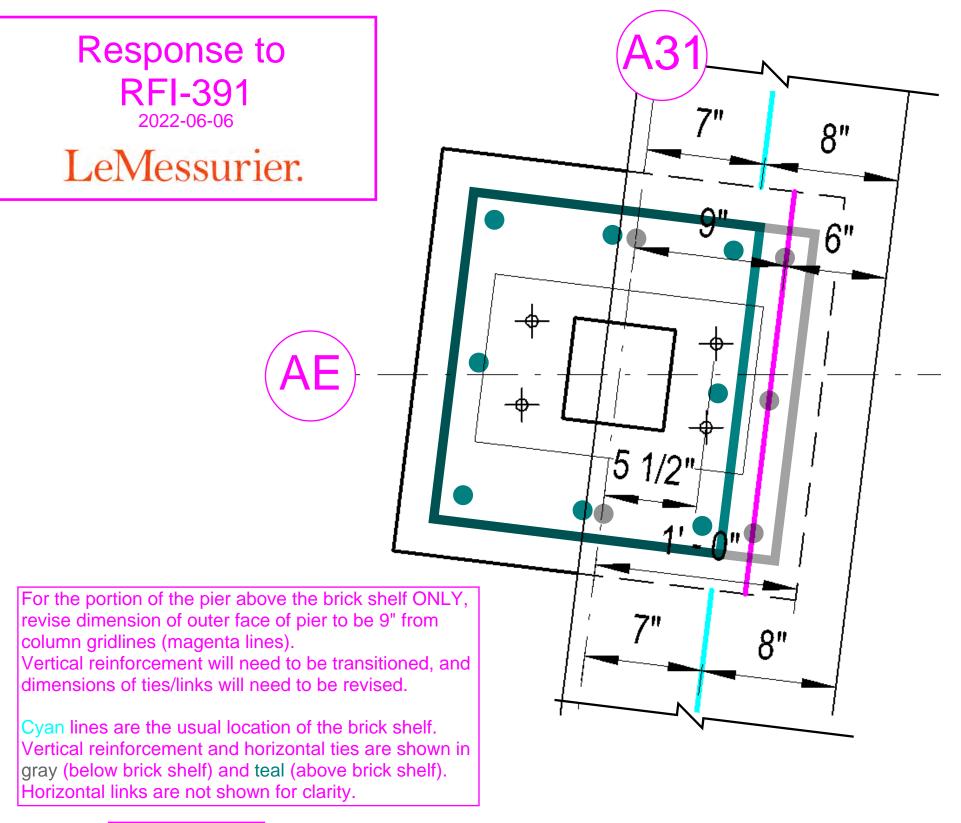
BY

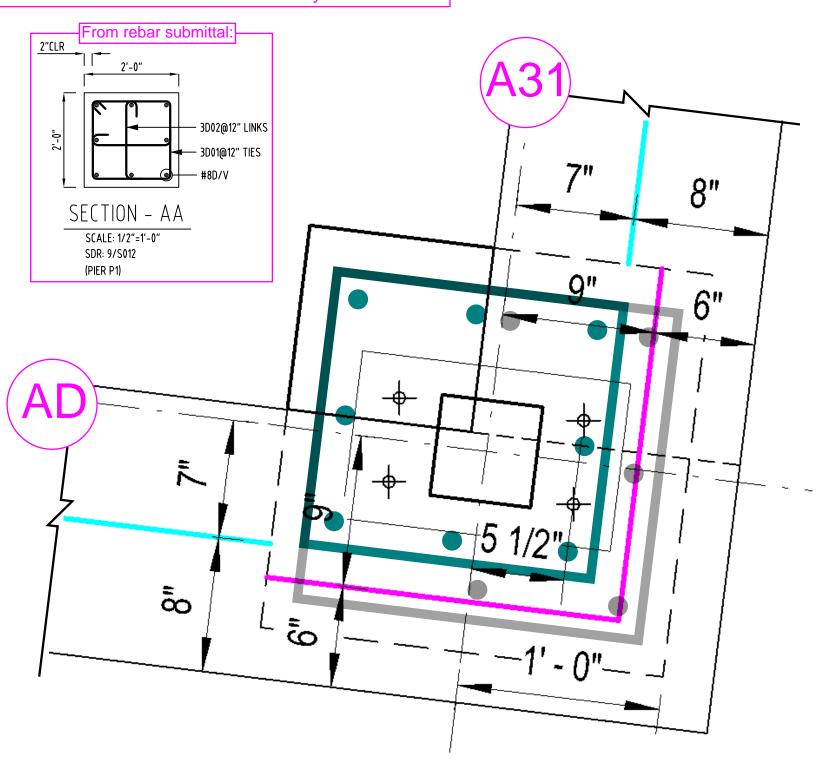
See attached for LeMessurier response in magenta. Additional page with sketches has been attached.

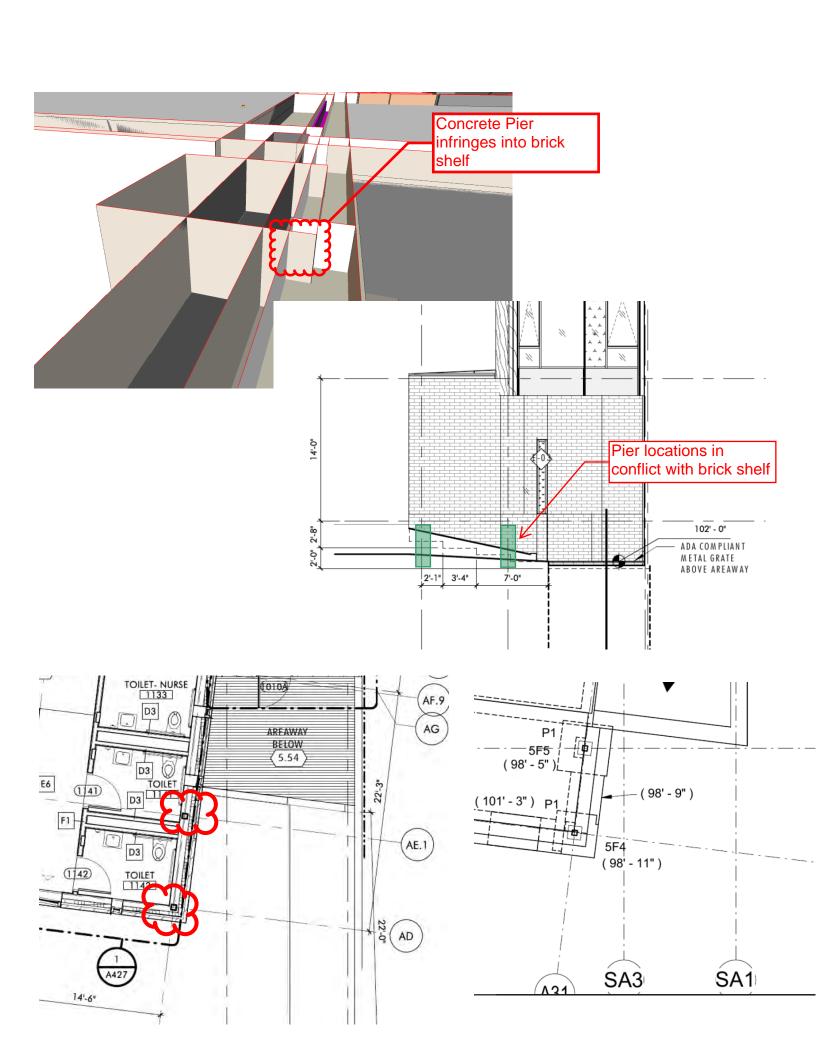
Belinda B. Xian, EIT. LeMessurier. 06 JUN 2022

f 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 worl
inless 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 Contrac
Agreement. Should no change be required, a no cost change will be issued to you incorporating this RFI into your contract.









Gilbane Building Company Authorization To Proceed



Company

CONTRACT FOR: Brookline - Driscoll School

OWNER: Town of Brookline
ADDRESS: 333 Washington Street
Brookline, MA, 02445

PROJECT NUMBER: J08864.000
ATP NO: ATP-0129
ATP VERSION: 0
DATE OF ISSUANCE: 09/01/2022
SUBMITTED BY: Gilbane Building

ALTERNATE TRACKING#:

ARCHITECT: Jonathan Levi Architects LLC, Mark Warner

Gilbane Building Company submits herein its request to expend funds within the current Contract Sum/Project Budget for the work as described below. Upon your approval of this request, contractor amendments and/or purchase orders will be issued for the amounts indicated. Supporting documentation is attached as listed in Attachments below. Owner authorization is for cost of the work and does not constitute a change in the Contract Sum/Project Budget or Contract Time.

TITLE: Relocation of Basketball Hoop

DESCRIPTION: This ATP represents pricing for relocation of basketball hoop in temporary play area #2 to set the pole

Attachments:

Number	Description:	PCI	Change Date	Revision
0000001	ATP-129 Backup.pdf		09/01/2022	
	9	ormation is provided by Gilba of determining change in C	0 1 2	
Guaranteed Maximum Price ○ Other	?	Cost Plus Fee	☐ Unit Price	Lump Sum

ATP Amount
Dollar Amount: \$.00

Change In Contract Time Time (Days): TBD

Fixed ☐ Maximum ☐ Estimated

Job	PCI No.	Description	Phase Code	SubContractor	Amount	Accept?
J08864.000	BT-00033	Cast-In-Place Concrete		Marguerite Concrete Contractors, Inc	\$1,572.00	C Yes C No
J08864.000	BT-00033	Sitework		J. Derenzo Company	\$5,503.00	C Yes C No

Job	PCI No.	Description	Phase Code	SubContractor	Amount	Accept?
J08864.000	BT-00033	GILBANE CONTINGENCY (YFH)	02.89A.899900.X		-\$7,160.00	C Yes C No
J08864.000	BT-00033	Subcontractor Default Insurance	99.975.996000.Z		\$85.00	C Yes C No
TOTAL FOR PCI N	o. BT-00033				\$0.00	

Submitted Amt: \$.00

Gilbane Building Company

Gilbane Building Company

Signed: 9/1/2022 4:08:22 PM Eastern Standard Time - By: Linda Rosenberg (Senior Project Manager)

Gilbane Building Company: 10.41.91.32

Jonathan Levi Architects LLC

By:	Conol Harris
Title:	Project Manager
Company:	Jonathan Levi Architects
Date:	9/6/22
Printed Name:	Carol Harris

LEFTFIELD, LLC

By:	Lynn Stapleton
Title:	OPM
Company:	LeftField Project Management
Date:	9/20/22
Printed Name:	Lynn Stapleton

Town of Brookline

REYIEWED

By:	
Title:	
Company	
Date: Printed Name	21 SEPTEMBER ZOZZ
Name	E ANTHONY GOIDE)



Date: Revised:

9/1/2022

Project Name: Project No: Michael Driscoll School

J08864

Change Summary

Change Number: BT-33

Description: Relocation of Basketball Hoop

Bid Package / Scope of Work	Subcontractor	Cost
02A Abatement / Demolition	American Environmental	\$0.00
03A Concrete	Marguerite Concrete, Inc.	\$1,572.00
05A Structural Steel	SuperMetal Structures Inc.	\$0.00
06A Millwork	Polybois	\$0.00
07C Metal Panel	Salem Glass Company	\$0.00
07D Spray Fireproofing	Ricmor Construction, Inc.	\$0.00
08A Storefront	Salem Glass Company	00.00
08C Doors, Frames, and Hardware	Kamco Supply Corp. of Boston	\$0.00
09A Drywall & General Trades	Central Ceilings, Inc.	\$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
11B Gym Equipment and Bleachers	The Pappas Co.	\$0.00
11C Food Service Equipment	Kitteridge Equipment Company, Inc.	\$0.00
11D Theater Equipment	Barbazon	\$0.00
31A Site Enabling	J. Derenzo Co.	\$5,503.00
32A Landscaping	Greenscape	\$0.00
Subguard Insurance (CDI)	1.20%	\$85.00
	Subcontractor Total	\$7,160.00

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	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)		
	Trade Contractor Total	\$0.00

Subcontractor/Trade Contractor Total	-	\$7,160.00
General Conditions		\$0.00
CM Bond	0.600%	\$0.00
Total CCIP	2.750%	\$0.00
Fee	5.00%	\$0.00
TOTAL		\$7,160.00



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

Prime Contract Potential Change Order #56: Reset Basketball Hoop

TO:	Gilbane Building Company 10 Channel Center St Suite 100 Boston, Massachusetts 02210	FROM:	Marguerite Concrete Inc. 11 Rosenfeld Drive Hopedale, Massachusetts 01747
PCO NUMBER/REVISION:	56 / 0	CONTRACT:	1 - Driscoll School Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	David Stempler (Marguerite Concrete Inc.)
STATUS:	Pending - Not Proceeding	CREATED DATE:	8/22/2022
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
		TOTAL AMOUNT:	\$1,572.00

POTENTIAL CHANGE ORDER TITLE: Reset Basketball Hoop

CHANGE REASON: No Change Reason

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

Reset Basketball Hoop

Reset basketball Hoop in same play area. Excluded - removal, excavation, backfill, permits or details of any kind, off hours work, temp or final grading/surface replacement. Included - set existing basketball hoop in new location in same play area. Place bag mixed concrete.

ATTACHMENTS:

Description	<u>UOM</u>	Unit Price	Quantity	<u>Subtotal</u>
Laborer Journeyman	hours	\$95.50	16	\$1,528.00
Concrete bags	ea	\$8.00	5	\$40.00
	1	(OH&P 10.00%	\$4.00
			Grand Total:	\$1,572.00

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

338 HOWARD ST. I BROCKTON, MA I 02302

June 13, 2022

Gilbane Building Company

10 Channel Center St. Boston, MA 02210

Attn: Lynda Callahan, Sr. Project Manager
Project: Michael Driscoll School – Brookline, MA

Re: JDC PCO 011 – RFQ - OS-00120 Basketball Hoop Relocation

Lynda,

J. Derenzo Co. proposes to perform the scope detailed herein, based on the stated qualifications, inclusions, and exclusions, for a lump sum price of \$ 5,503.00

A detailed breakdown of change in scope referenced in this cover sheet is enclosed.

Qualifications:

- Existing basketball hoop at Play Area 2 to be relocated
- New location to be determined by others

Inclusions:

- Excavate, Remove & Salvage existing basketball hoop
- Remove concrete base from existing basketball hoop
- Excavate, Furnish & Install sonotube for new hoop location
 - o Location, diameter, depth determined by others
- Backfill, patch existing asphalt, clean up around old/new locations

Exclusions:

- Premium Time nights, weekends, holidays, etc.
- Setting of hoop, pour concrete base by others

If you have any questions concerning this proposal, please do not hesitate to contact me using the information listed below.

Respectfully, J. DERENZO CO.

Ryan Little Project Manager 508-649-9702

rlittle@jderenzo.com

Request for Quotation (RFQ)

Project Name: Brookline - Driscoll

School

Gilbane Project No.: J08864.000



PCI: OS-00120

Due Date: 06/17/2022

Attention: Ryan Littl
To: J. Derenzo Company
338 Howard Street

Brockton MA 02302

Contract: J08864.000-0020

|--|--|

PCI Subject: Relocation of Basketball Hoop Scope:

Provide pricing for relocation of basketball hoop in temporary play area #2.

Attachments:

Number Title Change Date Revision

∇Do Not Proceed, submit quotation only
 Submittal(s) required
 ∇Proceed with the work & submit quotation

Return this request with your quotation noted below and attach all detailed documentation for the change outlined above. Your quotation will not be considered valid unless detailed documentation is included. Failure to comply will result in payment delays.

Section to be Completed by the Trade Contractor

■ No Change to contract price or schedule

The following pricing is for the changes outlined above. Zero (\$0) dollars have been entered for changes that have no cost impact.

Job	Phase Code	Description	Quoted Amount	Diversity Participation
J08864.000	01.31A.311000.X	Sitework		
			\$	

\$ 0

This change increases/(decreases) our Disadvantaged Business Enterprise participation by the below amounts which are included in the above quotation:

Phase Code	Company	(Minority) MBE	(Women) WBE	(Small) SBE	Other	Disadvantaged DBE
01.31A.311000.X	J. Derenzo Company	%	%	%	%	%

The above changes will necessitate additional days extension of the original contract completion date by

davs	

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

Signatures

Gilbane Building Company

Gilbane Building Company

Signed: 6/11/2022 1:23:45 PM Eastern Standard Time - By: Colleen Shouldice, (Senior Project Engineer)

Gilbane Building Company: 10.20.1.161

J. Derenzo Company

Project Manager Title:

J Derenzo Co. Company:

6/13/22 Date:

Printed Ryan Little

Proposal

From:

J Derenzo Co

Signature:

From:	J Derenzo Co 338 Howard Street Brockton, MA 02302 USA Phone: (508) 427-6441		Project: Description:	DRISCOLL SCHOOL - PCO 011 - RELOCATE BASKETBALL HOOP RELOCATE BASKETBALL HOOP	
ITEM / DE	SCRIPTION	BID QTY	U/M	UNIT BID	AMOUNT
001 REMOVE	& SALVAGE EXISTING BASKETBALL HOOP	1.000	LS	\$1,375.88 *	\$1,375.88
002 EXCAVATE SONOTUE	E FOR NEW HOOP LOCATION, INSTALL BE	1.000	LS	\$1,375.88 *	\$1,375.88
	/PATCH OLD LOCATION, PATCH AROUND DP LOCATION, GENERAL CLEANUP	1.000	LS	\$2,751.76 *	\$2,751.76
				TOTAL BID:	\$5,503.52
	N!!! The total bid shown may not be correct becau ally type Bid Units for all items with an * next to th	_	orrect rounding, re	turn to the bid sheet	

PROJECT: DRISCOLL SCHOOL - PCO

ITEM SHEET COSTS

AS SHOWN

Item: 001 Unit of Measure:

Description: Cost Code: REMOVE & SALVAGE EXISTING BASKETBALL HOOP

Hours per Day:

DAYS 8

Alternate:

Production:

Unit of Measure: LS
Bid Quantity: 1.00
Take-off Quantity: 1.000
Total Man-Hours: 6.00

Man-Hours per Unit:

0.25

6.0000

95.87 95.88 100.43

803.44

Units / MH:

MH: 0.1667

Date: 6/13/2022 12:17:40PM

Item Pro	duction
----------	---------

ITEM#	DESCRIPTION	U/M	QTY	Time Units	Time Req'd
001	REMOVE & SALVAGE EXISTING BASKETBALL	LS	1.00	4.00 (D)	0.25

R	Code	Description	QTY	U/M	Factor	Rate	Cost
L	JDC-FOR	FOREMAN	1.00		0.25	767.04	191.76
L	JDC-LAB	LABORER	2.00		0.25	761.36	380.68

1.00

Cost Detail for Item 001

E RTE-001 CAT M322 RTE W/ OP

Item Unit Cost: 1,375.88

Item Total Cost: 1,375.88

3,213.76

	Labor	Equipment	Rental Eq	Material	Subcontract	Other
Total:	572.44	803.44	0.00	0.00	0.00	0.00
Unit:	572.44	803.44	0.00	0.00	0.00	0.00

Bid Data for Item: 001						
	Quantity	Bid Unit	Bid Amount	Total Cost	Prof & Ovhd	Windfall
Bid Qty:	1.00	1,375.88	1,375.88	1,375.88	0.00	
Take-off Qty:	1.00	1,375.88	1,375.88	1,375.88	0.00	0.00

PROJECT: DRISCOLL SCHOOL - PCO

ITEM SHEET COSTS

AS SHOWN

Unit of Measure:

Bid Quantity:

EXCAVATE FOR NEW HOOP LOCATION, INSTALL Description:

SONOTUBE

Take-off Quantity: 1.000 Total Man-Hours: 6.00

Production: DAYS Hours per Day:

8

6.0000 Man-Hours per Unit: Units / MH: 0.1667

Date: 6/13/2022 12:17:40PM

LS

1.00

Alternate:

Cost Code:

Item:

Item P	roduction	
--------	-----------	--

ITEM#	DESCRIPTION	U/M	QTY	Time Units	Time Req'd
002	EXCAVATE FOR NEW HOOP LOCATION, INST.	LS	1.00	4.00 (D)	0.25

	Cost Detail for Item 002							
R	Code	Description	QТY	U/M	Factor	Rate	Cost	
L	JDC-FOR	FOREMAN	1.00		0.25	767.04	191.76	
L	JDC-LAB	LABORER	2.00		0.25	761.36	380.68	
Ε	RTE-001	CAT M322 RTE W/ OP	1.00		0.25	3,213.76	803.44	
		Item Unit Cost: 1,375.88		Item Total Cost:		ost:	1,375.88	

	Labor	Equipment	Rental Eq	Material	Subcontract	Other
Total:	572.44	803.44	0.00	0.00	0.00	0.00
Unit:	572.44	803.44	0.00	0.00	0.00	0.00

Bid Data for Item: 002							
	Quantity	Bid Unit	Bid Amount	Total Cost	Prof & Ovhd	Windfall	
Bid Qty:	1.00	1,375.88	1,375.88	1,375.88	0.00		
Take-off Qty:	1.00	1,375.88	1,375.88	1,375.88	0.00	0.00	

PROJECT: DRISCOLL SCHOOL - PCO

ITEM SHEET COSTS AS SHOWN

Item: Description: BACKFILL/PATCH OLD LOCATION, PATCH AROUND

NEW HOOP LOCATION, GENERAL CLEANUP

Cost Code:

Production: DAYS Hours per Day: 8

Alternate:

Unit of Measure: LS Bid Quantity: 1.00 Take-off Quantity: 1.000

Date: 6/13/2022 12:17:40PM

12.00 Total Man-Hours: 12.0000 Man-Hours per Unit:

0.0833 Units / MH:

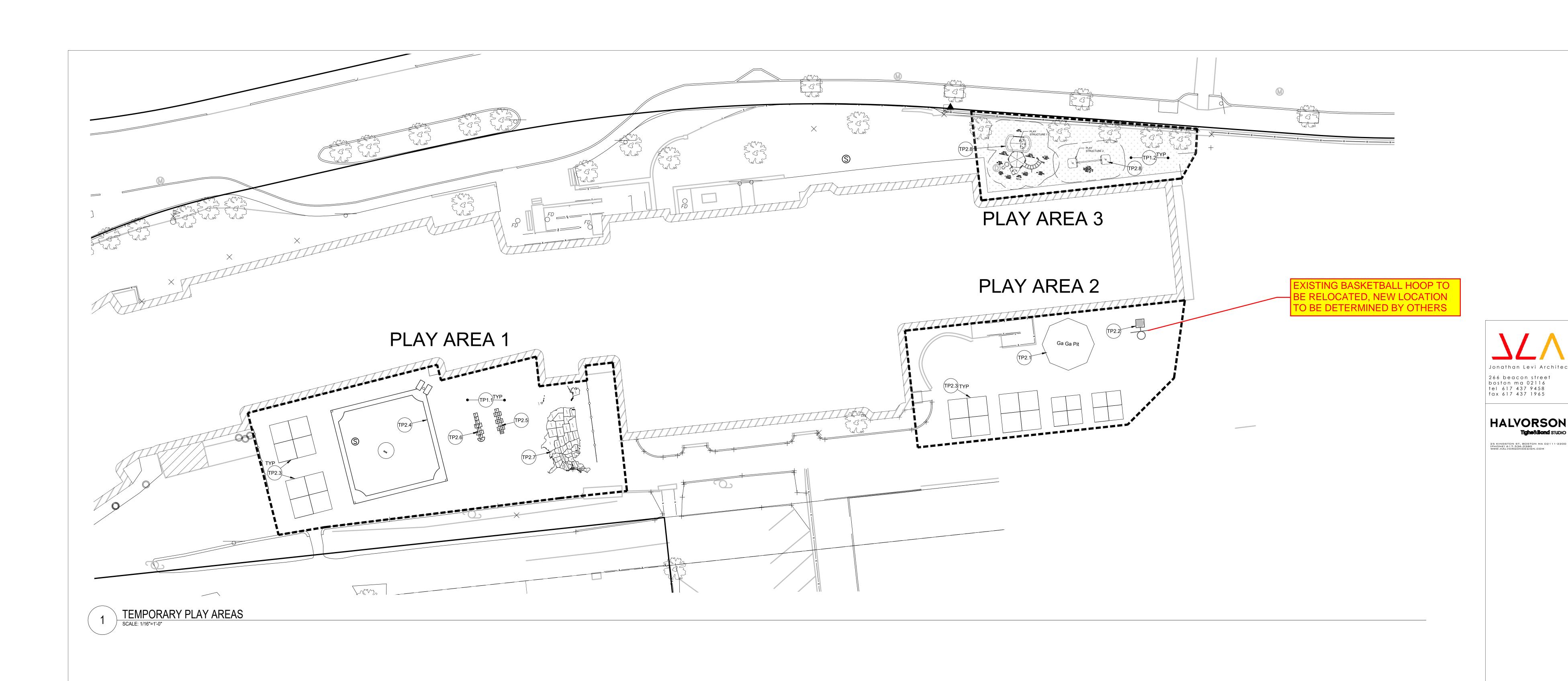
Item Production

ITEM# U/M QTY **Time Units** DESCRIPTION Time Req'd 2.00 (D) 003 BACKFILL/PATCH OLD LOCATION, PATCH ARC LS 1.00 0.50

Cost Detail for Item 003 QTY U/M Code Description Factor Rate Cost JDC-FOR **FOREMAN** 1.00 0.50 767.04 383.52 JDC-LAB LABORER 2.00 0.50 761.36 761.36 0.50 RTE-001 CAT M322 RTE W/ OP 1.00 1,606.88 3,213.76 **Item Unit Cost:** 2,751.76 **Item Total Cost:** 2,751.76

Other Labor Equipment Rental Eq Material **Subcontract** Total: 0.00 0.00 0.00 1,144.88 1,606.88 0.00 1,144.88 Unit: 1,606.88 0.00 0.00 0.00 0.00

Bid Data for Item: 003 Quantity **Bid Unit Bid Amount Total Cost Prof & Ovhd** Windfall Bid Qty: 1.00 2,751.76 2,751.76 0.00 2,751.76 Take-off Qty: 1.00 2,751.76 2,751.76 2,751.76 0.00 0.00



MATERIALS LEGEND

TAG DESCRIPTION
PAVING / SURFACING

TP1.1 BITUMINOUS CONCRETE PAVING - REFER TO CIVIL DRAWINGS

P1.2 ENGINEERED WOOD FIBER SURFACING
PROVIDE REQUIRED DEPTH OF WOOD FIBER SURFACING
WITHIN PLAY STRUCTURE FALL ZONES. ALL REMAINING
AREAS TO RECEIVE 4" FIBER SURFACING. PROTECT EXISTING

PLAYGROUND / SURFACING

TREES TO REMAIN

TP2.1 GAGA PIT PIT REMAIN

TP2.2 BASKETBALL HOOP TO REMAIN

TP2.3 NEW FOUR SQUARE

 TP2.4
 SMALL BASEBALL DIAMOND - 40' BASE LINE

 TP2.5
 HOPSCOTCH - 1

 TP2.6
 HOPSCOTCH - 2

TP2.8 RELOCATED EXISTING PLAY EQUIPMENT - REFER TO PLAY AREA ENLARGEMENT THIS SHEET

PLAY AREA 3 PLAY EQUIPMENT

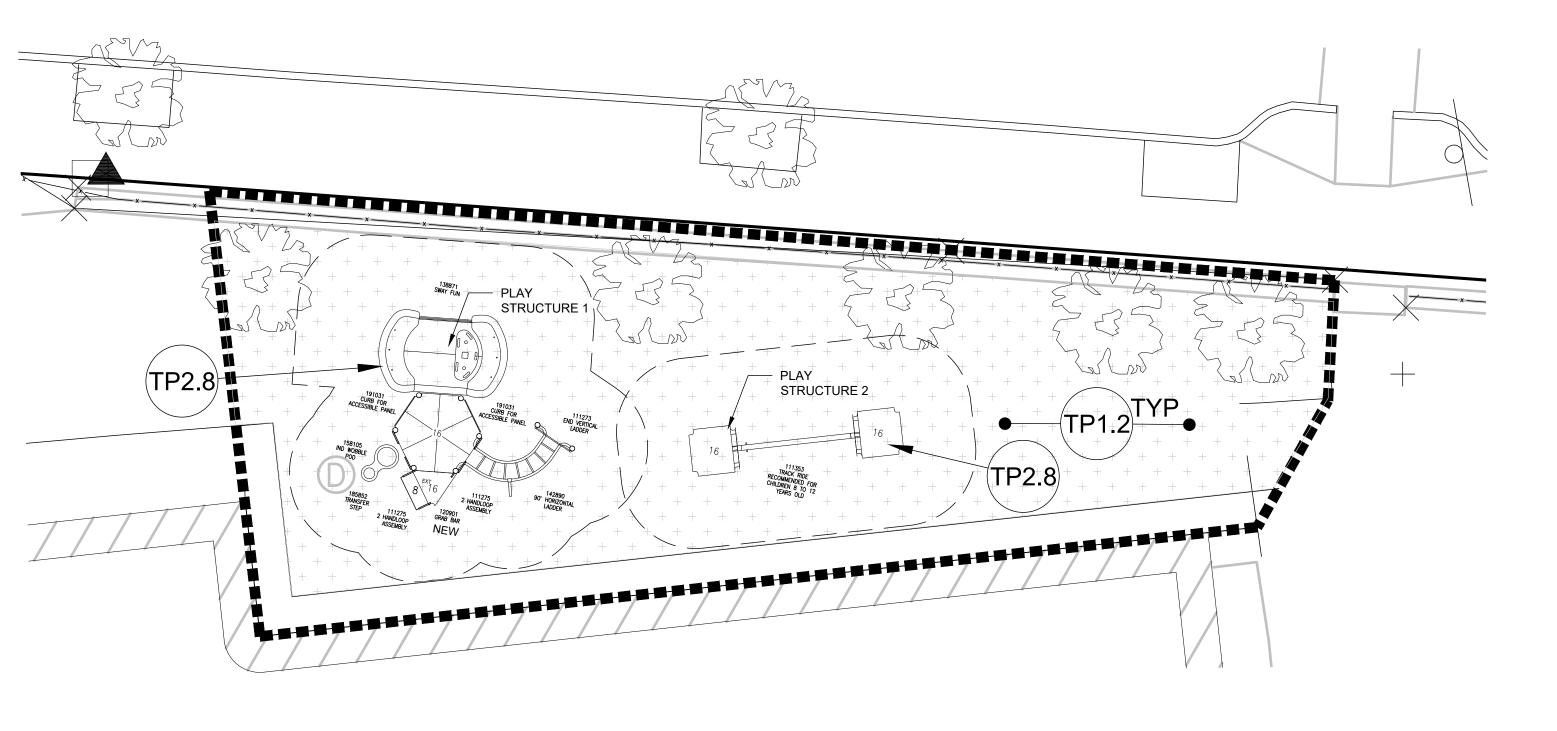
PLAY AREA MUST BE GRADED TO BE ADA COMPLIANT. NO SLOPES GREATER THAN 2% IN ANY DIRECTION.
 ALL OF THE FOLLOWING PLAY EQUIPMENT EXISTS ON SITE CURRENTLY EXCEPT FOR THE 120901 GRAB BAR WHICH IS NEW AND REQUIRED. REMOVE, SALVAGE AND RE-INSTALL THE FOLLOWING PER MANUFACTURERS

LANDSCAPE STRUCTURES - PLAY STRUCTURE 1
138871 SWAY FUN
191031 CURB FOR ACCESSIBLE PANEL
158105 IND WOBBLE POD
185852 TRANSFER STEP
111275 2 HANDLOOP ASSEMBLY
120901 GRAB BAR (NEW)
111275 2 HANDLOOP ASSEMBLY
142890 90° HORIZONTAL LADDER
111273 END VERTICAL LADDER

SPECIFICATIONS:

111353 TRACK RIDE

191031 CURB FOR ACCESSIBLE PANEL
LANDSCAPE STRUCTURES - PLAY STRUCTURE 2



2 PLAY AREA 3 PLAN ENLARGEMENT
SCALE: 1/8"=1'-0"

PROJECT STATUS

CONTRACT DOCUMENTS
4/16/21

REVISIONS

No. Date Description

TEMPORARY PLAY AREAS

PROJECT NO.

DRAWING NO.

DRAWING NAME

LO00

Gilbane Building Company **Authorization To Proceed**



CONTRACT FOR: Brookline - Driscoll School

OWNER: Town of Brookline 333 Washington Street ADDRESS:

Brookline, MA, 02445

ARCHITECT: Jonathan Levi Architects LLC, Mark Warner

PROJECT NUMBER: ATP NO: ATP VERSION: DATE OF ISSUANCE: SUBMITTED BY:

09/07/2022 Gilbane Building Company

J08864.000

ATP-0134

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: ASI #40 Mech Service Catwalk EOS Plan Clarification.

DESCRIPTION: This ATP represents no cost per ASI #40 Mech Service Catwalk EOS Plan Clarification.

Attachments:

Number	Description:	PCI Number	Change Date	Revision
	The I	Following information is provided be Method of determining ch		
Guaranteed Maximum Other	mum Price	☐ Cost Plus Fee	■ Unit Price	Lump Sum
		Change In Contr Dollar Amount:		
▼ Fixed		□ Estimated	☐ Time and Materia	I
		Change In Contra Time (Days):		
Fixed	■ Maxim	num	□ Estimated	

Job	PCI No.	Description	Phase Code	SubContractor	Amount	Accept?
J08864.000	OS-00109	Cast-In-Place Concrete		Marguerite Concrete Contractors, Inc	\$.00	C Yes C No

Job	PCI No.	Description	Phase Code	SubContractor	Amount	Accept?
J08864.000	OS-00109	Structural Steel	01.05A.060000.I	Supermetal Structures Inc.	\$.00	C Yes C No
J08864.000	OS-00109	Fire Protection	01.21A.100000.I	Johnson Controls Fire Protection LP	\$.00	C Yes C No
J08864.000	OS-00109	Plumbing	01.22A.220000.TC	Patrick J Kennedy & Sons Inc	\$.00	∩ Yes ∩ No
J08864.000	OS-00109	HVAC	01.23A.230000.TC	Patrick J Kennedy & Sons Inc	\$.00	C Yes C No
J08864.000	OS-00109	Electrical	01.26A.110000.X	Wayne J. Griffin Electric, Inc.	\$.00	∩ Yes ∩ No
J08864.000	OS-00109	Gen & Excess Liability Insurance	99.970.950050.Z		\$.00	C Yes C No
J08864.000	OS-00109	Performance & Payment Bond	99.970.997000.Z		\$.00	C Yes C No
J08864.000	OS-00109	Subcontractor Default Insurance	99.975.996000.Z		\$.00	C Yes C No
J08864.000	OS-00109	Fee	99.999.999000.Z		\$.00	C Yes C No
TOTAL FOR PCI I	No. OS-00109				\$0.00	

Submitted Amt: \$.00

Gilbane Building Company

Gilbane Building Company

Signed: 9/7/2022 3:58:16 PM Eastern Standard Time - By: Linda Rosenberg (Senior Project Manager)

Gilbane Building Company: 10.41.93.81

Jonathan Levi Architects LLC

By: Canal Harris

Project Manager

Company: Jonathan Levi Architects

Printed Name: Carol Harris

LEFTFIELD, LLC

By: Lynn Stapleton

Title: OPM

company: LeftField Project Management

Date: 9/20/22

Printed Name: Lynn Stapleton

Town of Brookline

REVIEWED

By: C 7

Title:

Company: 2| SEPTEMBER 2072

Date:

Printed Name: ANTHONY GOING

Gilbane Building Company **Authorization To Proceed**



CONTRACT FOR: Brookline - Driscoll School

OWNER: Town of Brookline 333 Washington Street ADDRESS:

Brookline, MA, 02445

ARCHITECT: Jonathan Levi Architects LLC, Mark Warner

PROJECT NUMBER: ATP NO: ATP VERSION: DATE OF ISSUANCE: SUBMITTED BY:

09/09/2022 Gilbane Building Company

J08864.000

ATP-0140

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: ASI #44 Roof Plan Clarifications

DESCRIPTION: This ATP represents zero dollar cost to encorporate ASI #44 Roof Plan Clarifications into the documents.

Attachments:

Fixed

Number	Description:	PCI Number	Change Date	Revision
0000001	ATP-140 Backup- No		09/09/2022	
	Cost.pdf			

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 Dollar Amount: \$.0		
Fixed		□ Estimated	☐ Time and Material	
		Change In Contract Time (Days): TBI		

Job	PCI No.	Description	Phase Code	SubContractor	Amount	Accept?
J08864.000	OS-00122	Masonry	01.04A .040000.E	Fernandes	\$.00	C Yes C No
				Masonry, Inc.		

Estimated

Job	PCI No.	Description	Phase Code	SubContractor	Amount	Accept?
J08864.000	OS-00122	Structural Steel	01.05A.060000.I	Supermetal Structures Inc.	\$.00	C Yes C No
J08864.000	OS-00122	Roofing and Flashing	01.07B.071010.X	JD Rivet & Company Incorporated	\$.00	C Yes C No
J08864.000	OS-00122	Drywall / General Trades	01.09A.051001.S	Central Ceilings Inc	\$.00	C Yes C No
J08864.000	OS-00122	Plumbing	01.22A.220000.TC	Patrick J Kennedy & Sons Inc	\$.00	C Yes C No
TOTAL FOR PCI	No. OS-00122				\$0.00	

Submitted Amt: \$.00

Gilbane Building Company

Gilbane Building Company

Signed: 9/9/2022 2:12:10 PM Eastern Standard Time - By: Linda Rosenberg (Senior Project Manager)

Gilbane Building Company: 10.41.248.0

Jonathan Levi Architects LLC

By: Carol Harris

Project Manager

Jonathan Levi Architects

9/19/22

Printed Name: Carol Harris

LEFTFIELD, LLC

By: Lynn Stapleton

Title: OPM

company: LeftField Project Management

Date: 9/20/22

Printed Name: Lynn Stapleton

Town of Brookline

REVIEWED

By: Serremser 2022

Printed Name: ANTHONY GUICU

ARCHITECTURAL SUPPLEMENTAL INFORMATION

To: Lynda Callahan

Project Name: Driscoll School Date of Issuance: June 8, 2022

Project No.: 1823 ASI No.: 044

Re: Roof Plan Clarifications

The work shall be carried out in accordance with the supplemental instructions described herein issued in accordance with the Contract Documents without change in the Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor change to the Work as consistent with the Contract Documents and return a copy to the Designer. The additions, deletions, or modifications described herewith are for information only. Changes to the contract will be accomplished by Change Order or Construction Change Directive.

DESCRIPTION

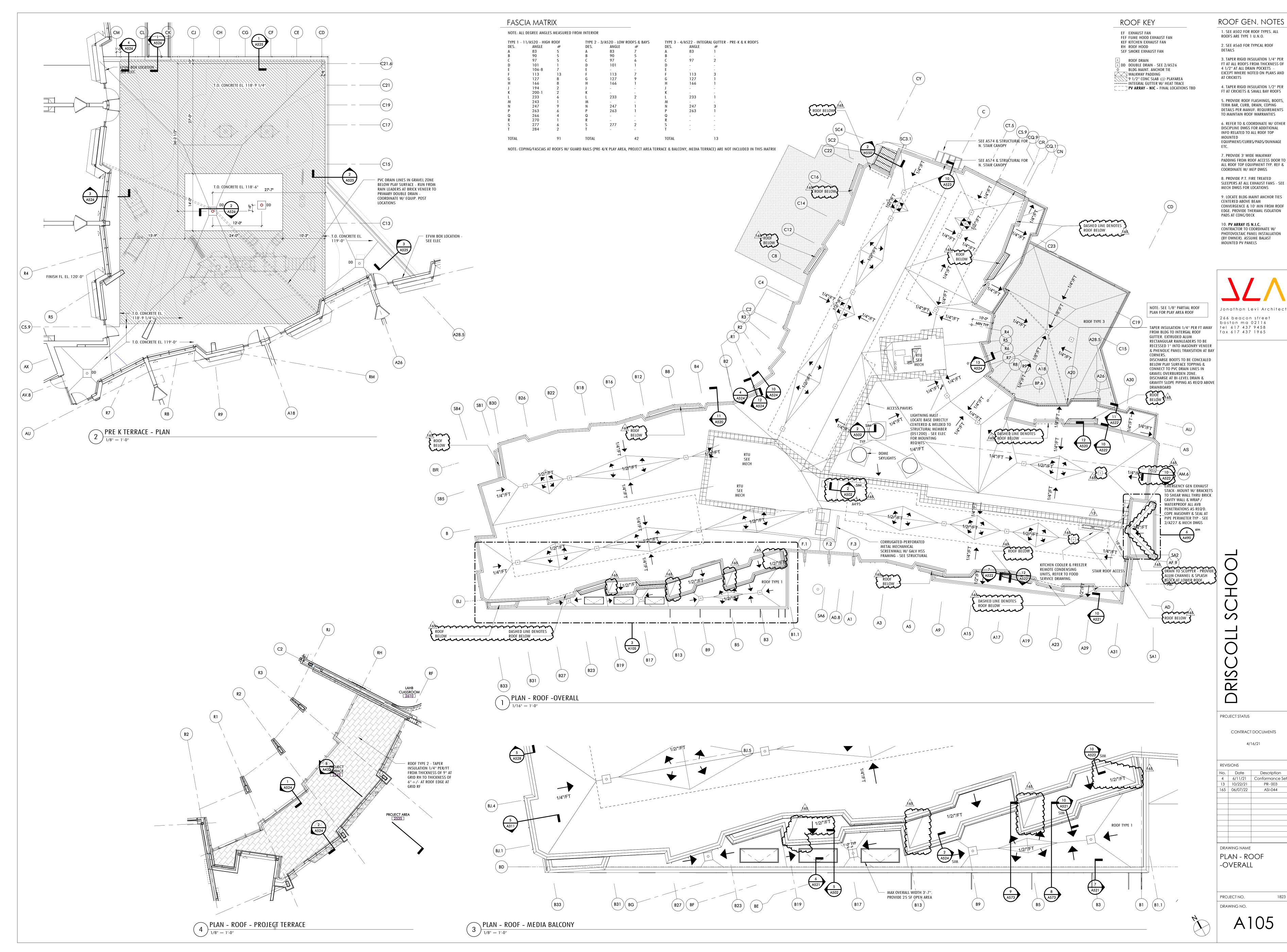
Refer to attached clarifications regarding window bay roof locations & roof extents at lower floor levels noted on sheet A105.

Architecture: Refer to A105 for the following:

- 1. Clarification of roof extents on overall roof plan showing all minor roofs at lower occupied levels.
- 2. Roof slope clarifications at Area B level 4 and Stair 1 per tapered insulation submittal review.
- 3. Roof drain location clarifications per 5/10/22 sketch at Area A roof.
- 4. References to section details 2/A502 (elevator penthouse) and 10/A522 (typical roof edge detail at brick) added to roof plan for clarity.

ATTACHMENTS

A105 - PLAN - ROOF OVERALL



PADDING FROM ROOF ACCESS DOOR TO

CONVERGENCE & 10' MIN FROM ROOF

Jonathan Levi Architects

Description
Conformance Set