
RECORD OF A REGULAR MEETING OF THE BROOKLINE SCHOOL COMMITTEE ON **THURSDAY, APRIL 25, 2024** AT 5:00 PM, REMOTE VIA ZOOM. STATUTORY NOTICE OF THIS MEETING WAS FILED WITH THE TOWN CLERK.

School Committee Members Present: David Pearlman (Chair), Andy Liu (Vice Chair), Helen Charlupski, Steven Ehrenberg, Suzanne Federspiel, Valerie Frias, Sarah Moghtader, and Mariah Nobrega.

Staff present: Dr. Linus Guillory, Superintendent; Dr. Jodi Fortuna, Deputy Superintendent for Teaching and Learning; Dr. Susan Givens, Deputy Superintendent for Administration and Finance; and Claire Galloway-Jones, Senior Director of Educational Equity.

Mr. Pearlman called the meeting to order at 5:00 PM.

1. ADMINISTRATIVE BUSINESS

a. Consent Agenda

ACTION: 24-45

On a motion of Dr. Ehrenberg, and seconded by Ms. Federspiel, the School Committee VOTED, by roll call, with 6 in favor (Mr. Pearlman, Dr. Liu, Ms. Charlupski, Dr. Ehrenberg, Ms. Federspiel, and Ms. Frias), 0 opposed, and 1 abstention (Ms. Nobrega), (Ms. Moghtader was not present for the vote) to approve the following consent agenda items:

- i. Past Records: April 11, 2024, School Committee Meeting, 5:00pm (Open Session)
- ii. Past Records: April 11, 2024, School Committee Meeting, 6:00pm
- iii. Driscoll School Project: Gilbane Building Company, Change Order No. 37, \$9,689.00 (Attachment A)
- iv. Brookline High School Project: William Rawn Architects, Amendment No. 34, \$5,000.00 (Attachment B)

b. Possible Vote to Approve the Early Guaranteed Maximum Price (GMP) Budget for the Pierce School Project, Consigli Construction, Amendment No. 6, \$13,150,019.00

Ms. Charlupski reported that the early GMP bid came in \$2 million under budget, at \$13.1 million. This amendment, which was already approved by the Brookline Building Commission, will allow the demolition of the existing Pierce School building to commence on schedule.

ACTION: 24-46

On a motion of Ms. Charlupski, and seconded by Dr. Liu, the School Committee VOTED UNANIMOUSLY, by roll call, with 8 in favor (Mr. Pearlman, Dr. Liu, Ms. Charlupski, Dr. Ehrenberg, Ms. Federspiel, Ms. Frias, Ms. Moghtader, and Ms. Nobrega), 0 opposed, and 0 abstentions, to approve the Early Guaranteed Maximum Price (GMP) Budget for the Pierce School Project with Consigli Construction, Amendment No. 6, in the amount of \$13,150,019.00 as described more fully on Attachment C.

2. PUBLIC COMMENT: POLICIES UNDER REVIEW

Mr. Ruvi Kitov, PSB parent, addressed the Committee in support of the proposed Hate Speech Prevention Policy. Among other things, he said that the proposed policy creates an important tracking mechanism so that incidents of hate speech can be monitored and trends can be addressed. To reduce and prevent hate speech, he believes that a clear written policy is important and he urges the Committee to adopt the proposed policy. Mr. David Friedman, PSB parent, also spoke in support of the Hate Speech Prevention Policy, noting that hate speech negatively impacts students and staff, and impedes learning. He offered his perspective as a former Massachusetts Assistant Attorney General; he does not believe the draft policy violates Free Speech rights, and the Hate Speech Prevention Policy is necessary because it addresses gaps in current policies such as the Bullying Prevention Policy and the Harassment/Discrimination Policy. He urges the Committee to take affirmative steps to address hate speech by adopting this new policy. Ms. Hajar Delshad, PSB parent, addressed the Committee about the proposed Hate Speech Prevention Policy. She believes that the district's existing policies already provide necessary mechanisms to prevent hate speech. Further, while it is labeled as a prevention policy, she is concerned that it may be weaponized against students who express different points of view. She asked if the Brookline Educators Union had been consulted, since the policy requires teachers to be on the forefront of identifying and acting on these incidents. Ms. Danna Perry addressed the School Committee in support of the Hate Speech Prevention Policy. She believes the policy is important because, at a minimum, it will provide a system of collecting incident data. With that data the school district, and the broader community, will be able to identify patterns and trends, intervene with education, and work collectively to prevent incidents of hate in our school community.

3. PRESENTATIONS AND DISCUSSIONS OF CURRENT ISSUES

a. Hate Speech Prevention Policy (new policy), First Reading

Mr. Pearlman introduced the draft policy, noting that the Policy Subcommittee, at their April 9, 2024 meeting, recommended (by a vote of 3-1) that it move forward for review and consideration by the full School Committee. Dr. Ehrenberg subsequently made important edits to the policy; the version with his tracked changes was reviewed by the School Committee at this evening's meeting (Attachment D).

Dr. Ehrenberg discussed the edits he made to the draft policy, including: adding a preamble that references the guidance document from the Attorney General's Office (that reminds school districts of their legal obligation to prevent and address hate and bias incidents); notation that the protocols and annual report provisions of the policy will commence following the completion of initial trainings; changes to some of the examples (#2); substantive changes to exceptions (#3), such as the permissible use of the N-word in African American Vernacular English; removal of the "mandated reporter" approach to monitoring hate speech incidents; and the creation of a Hate Speech Prevention Advisory Group to advise the Office of Educational Equity and the Office of Teaching and Learning in the review and selection of training materials and curriculum.

Members discussed the draft Hate Speech Prevention Policy. Comments and questions included:

Have teachers, school administrators, and/or Town Counsel have been included in the drafting of this policy? Not yet, but these parties will be consulted as the draft undergoes further review and revision.

What mechanisms are in the policy to ensure it has the desired impact? The reporting requirement is one method of ensuring implementation and impact from the policy. The objectives of the policy are to foster a culture in which hate speech occurs less frequently, and to gather concrete data about the incidents of hate speech. We will know if the policy is successful if the number of reported incidents drops over time.

Consider combining the staff training for Hate Speech Prevention with the district's current training for Bullying Prevention and Harassment/Discrimination, to be as efficient as possible.

Suggested it would be important to speak with staff who have been working on the bullying and harassment/discrimination matters, to learn from them what works and what doesn't work in terms of reporting and investigating.

Consider making the proposed Hate Speech Prevention Advisory Group an ad hoc committee that can be called upon on an as-needed basis. Or, perhaps, the group can be asynchronous, and be asked to share feedback individually, via email, as needed. Otherwise, the work to determine the group membership, convene the group for meetings at appropriate times, lead productive meeting discussions, digest feedback from the meetings, and then funnel that feedback into district decision-making may get unwieldy.

Next steps in the advancement of this policy will include some edits to the draft policy (based on feedback at this evening's meeting), sending the draft to Town Counsel for review, and soliciting feedback from school staff. A revised draft will be presented at a future meeting for continued conversation and review.

b. Assignment of Students to Schools (J 1 f), Revised Policy, First Reading

Mr. Pearlman introduced the revised policy (Attachment E), noting that it underwent several reviews by the Policy Subcommittee. The subcommittee voted unanimously, at their April 9, 2024 meeting, to move the revised policy forward for review and consideration by the full School Committee. The draft policy includes a proposed 1-year pilot of Section 5: Request to Remain. This section of the policy permits students who move to another Brookline address to remain at their current school (absent extenuating circumstances, as determined by the Superintendent) through their 8th grade year. The 1-year pilot period will allow staff to collect data on any impacts of this provision, especially with regard to class sizes. Mr. Federspiel asked that references to "parents" in the policy also include families/caregivers; Mr. Pearlman noted that the policy will apply to K-8 students (not BEEP students, who are not assigned on a geographic basis); and Ms. Charlupski asked that the draft policy be shared with the staff who will be responsible for implementation. The draft policy will be scheduled for a Second Reading and Possible Vote at the May 2, 2024 meeting.

c. FY 2025 Budget Update

Dr. Givens provided an update on the FY 2025 Budget. She reported that, as part of the budget review process, staff have presented the budget to the Advisory Committee Schools Subcommittee (where it was favorably received), and look forward to presenting it to the full Advisory Committee at a meeting later this evening. The district's capital improvement requests will also be reviewed at this evening's meeting. Ms. Charlupski noted that the Advisory Committee Capital Subcommittee is recommending a reduction in the capital improvement

amounts budgeted by the Town Administrator's Office. Such a reduction would have a very negative impact on the ability to move staff from Clark Road to Baldwin School (necessary as part of the termination of the Clark Road lease). It is expected that the FY 2025 Budget will be presented to the Select Board on April 30. According to Mr. Pearlman, it was announced during the recent Town School Partnership meeting that, due to new calculations, an additional \$50,000 has been allocated for the FY2025 School Budget.

4. SCHOOL COMMITTEE ACTIONS

a. Discussion and Possible Vote to Approve Memorandum of Agreement with AFSCME: 12-Month Full-Time Food Service Driver

Dr. Givens reported that for the last several years, the school-year food service driver has been issued a second contract for working during the summer. This MOA creates a full-year position, so the employee will be issued one contract per year, not two. This position is fully budgeted through the Food Service revolving account.

ACTION 24-47:

On a motion of Mr. Pearlman, and seconded by Dr. Ehrenberg, the School Committee VOTED UNANIMOUSLY, by roll call, with 7 in favor (Mr. Pearlman, Dr. Liu, Dr. Ehrenberg, Ms. Federspiel, Ms. Frias, Ms. Moghtader, and Ms. Nobrega), 0 opposed, and 0 abstentions (Ms. Charlupski was not present for the vote), to approve the Memorandum of Agreement with AFSCME: 12-Month Full-Time Food Service Driver (Attachment F).

5. NEW BUSINESS

There was no new business to report.

6. ADJOURNMENT

Mr. Pearlman adjourned the meeting at 6:05pm.

Respectfully Submitted,
Betsy Fitzpatrick
Executive Assistant
Brookline School Committee

TOWN OF BROOKLINE

331 Washington Street, Brookline, MA 02445

PURCHASE ORDER CHANGE FORM

INVOICE DATE; 05-Apr-24

TO: Gilbane Building Company
7 Jackson Walkway
Providence RI 02903

Purchase Order Number

22009076

Vendor Number

1299

PAYMENT AMOUNT

\$9,689.00

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

FUND	ORGANIZATION	ACTIVITY	OBJECT
	2594C210		6C0002

FOR: Driscoll School Renovation

Change Order #

37

Date

4/4/2024

Various Changes to Contract Work

AMOUNT

\$9,689.00

BUILDING COMMISSION

APPROVAL OF:

Janet Flanagan, Chairman

George Cole

Karen Breslawski

Nathan E. Peck

Brooke Duskin

BOARD OF SELECTMEN

APPROVAL OF:

Charles Carey, Town Administrator

Bernard Greene, Chairman

Michael Sandman

John VanScoyoc

Miriam Aschkenasy

Paul Warren

SCHOOL COMMITTEE

APPROVAL OF:

Deputy Superintendent For Administration and Finance

4/2/24

Driscoll School Project
Change Order #37 Summary

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

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

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

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

Owner Change Order (OCO)



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

OCO:OCO-0037

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

Alternate Tracking #:

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

Date Issued: 04/04/2024

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

37
CO For
9689

The Contract changes as follows:

Scope Of Changes: OCO 37 Misc. Changes

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

Attachments:

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

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

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

Submitted Amt:

\$9,689.00

OK

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

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

Gilbane Building Company

Gilbane Building Company

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

Gilbane Building Company: 10.41.25.140

Jonathan Levi Architects LLC

DocuSigned by:

By: Carol Harris

Title: Project Manager

Company: Jonathan Levi Architects

Date: 4/4/2024

Printed Name: Carol Harris

LeftField, LLC

DocuSigned by:

By: Lynn Stapleton

Title: OPM

Company: LeftField

Date: 4/4/2024

Printed Name: Lynn Stapleton

Town of Brookline

By:

Title:

Company:

Date:

Printed Name:

Gilbane Building Company
Authorization To Proceed


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

ARCHITECT: Jonathan Levi Architects LLC, Mark Warner

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

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

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

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

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

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

Attachments:

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

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

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

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

☒ Fixed ☐ Maximum ☐ Estimated ☐ Time and Material

Change In Contract Time
 Time (Days): TBD

☒ Fixed ☐ Maximum ☐ Estimated

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

Owner Change Order (OCO)

Project Name: Brookline - Driscoll
School

Gilbane Project No.: J08864.000

OCO: OCO-0037

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

Alternate Tracking #:

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

Date Issued: 04/04/2024

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

The Contract changes as follows:

Scope Of Changes: OCO 37 Misc. Changes

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

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J08864.000		99.970.950050.Z	Gen & Excess Liability Insurance		Final	\$145.00	ATP-0335
J08864.000		99.970.997000.Z	Performance & Payment Bond		Final	\$31.00	ATP-0335
J08864.000		99.975.996000.Z	Subcontractor Default Insurance		Final	\$60.00	ATP-0335
J08864.000		99.999.999000.Z	Fee		Final	\$263.00	ATP-0335
TOTAL FOR PCI No. OS-00301						\$5,530.00	

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

Gilbane Building Company

Gilbane Building Company

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

Gilbane Building Company: 10.41.25:140

Jonathan Levi Architects LLC

DocuSigned by:

By: Carol Harris

Title: Project Manager

Company: Jonathan Levi Architects

Date: 4/4/2024

Printed Name: Carol Harris

LeftField, LLC

DocuSigned by:

By: Lynn Stapleton

Title: OPM

Company: LeftField

Date: 4/4/2024

Printed Name: Lynn Stapleton

Town of Brookline

By:

Title:

Company:

Date:

Printed Name:

**Gilbane Building Company
Authorization To Proceed**

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

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

ARCHITECT: Jonathan Levi Architects LLC, Mark Warner

**ALTERNATE
TRACKING #:**

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

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

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

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

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

Attachments:

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

The Following information is provided by Gilbane Building Company

Method of determining change in Contract:

☒ Guaranteed Maximum Price
☐ Other

☐ Cost Plus Fee

☐ Unit Price

☐ Lump Sum

Change In Contract Sum

Dollar Amount: \$5,530.00

☒ Fixed

☐ Maximum

☐ Estimated

☐ Time and Material

Change In Contract Time

Time (Days): TBD

☒ Fixed

☐ Maximum

☐ Estimated

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

Gilbane Building Company

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

Jonathan Levi Architects LLC

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

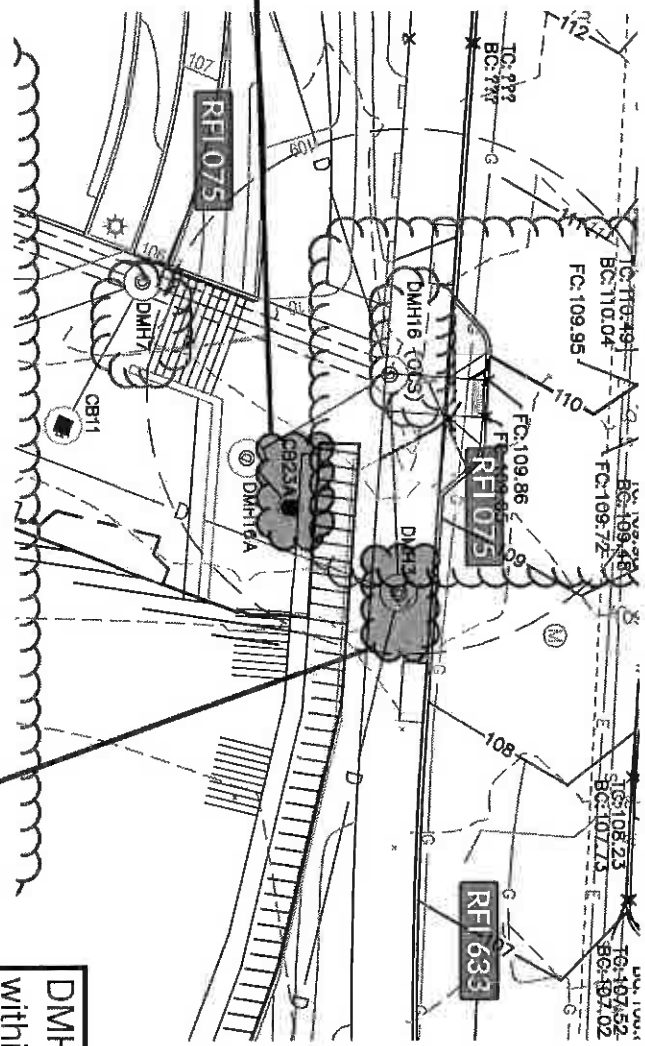
LEFTFIELD, LLC

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

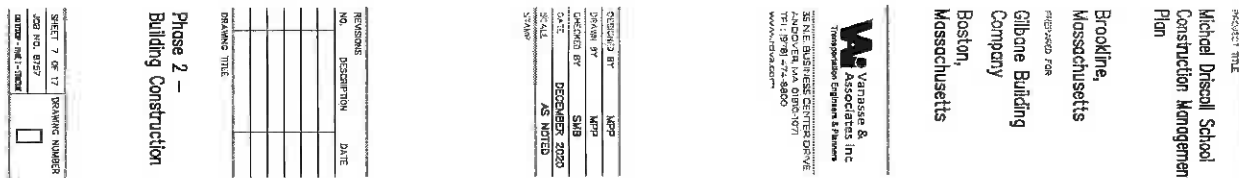
Town of Brookline

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

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



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



ATP-335 previous
Emails for reference

Murphy, Douglas J.

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

[EXTERNAL]

Robert -

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

Thanks,
Mark

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

Carol,

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

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

Please see ATP-335 for resubmittal.

Thanks,

Robert Hannula | Project Engineer II | Gilbane Building Company

M: (339) 222-8337

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



Date: 7/31/2023
Revised:

Project Name: Michael Driscoll School
Project No: J08864

Change Summary

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

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

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	-	\$5,091.00
General Conditions		\$0.00
CM Bond	0.600%	\$31.00
Total CCIP	2.750%	\$145.00
Fee	5.00%	\$263.00
TOTAL		\$5,530.00



PCO #077

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

Marguerite Concrete Inc.
11 Rosenfeld Drive
Hopedale, Massachusetts 01747

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE



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

T&M Ticket #10

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

Labor (2)

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

Materials (1)

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

Attachments



1686144234151_433838_templImage.jpeg

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

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

GILBANE:

Approvals

02

Jun 7, 2023

COMPANY SIGNATURE
Oleksiy Zhyboyedov
Marguerite Concrete Inc.

DATE

CUSTOMER SIGNATURE

DATE

Notes

**RFI #722**

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

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

Drainage Structure Conflict with Footing and Wall at Ramp

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

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

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

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

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

Please confirm.

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

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

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

All Replies:

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

Refer to LeMessurier response attached.

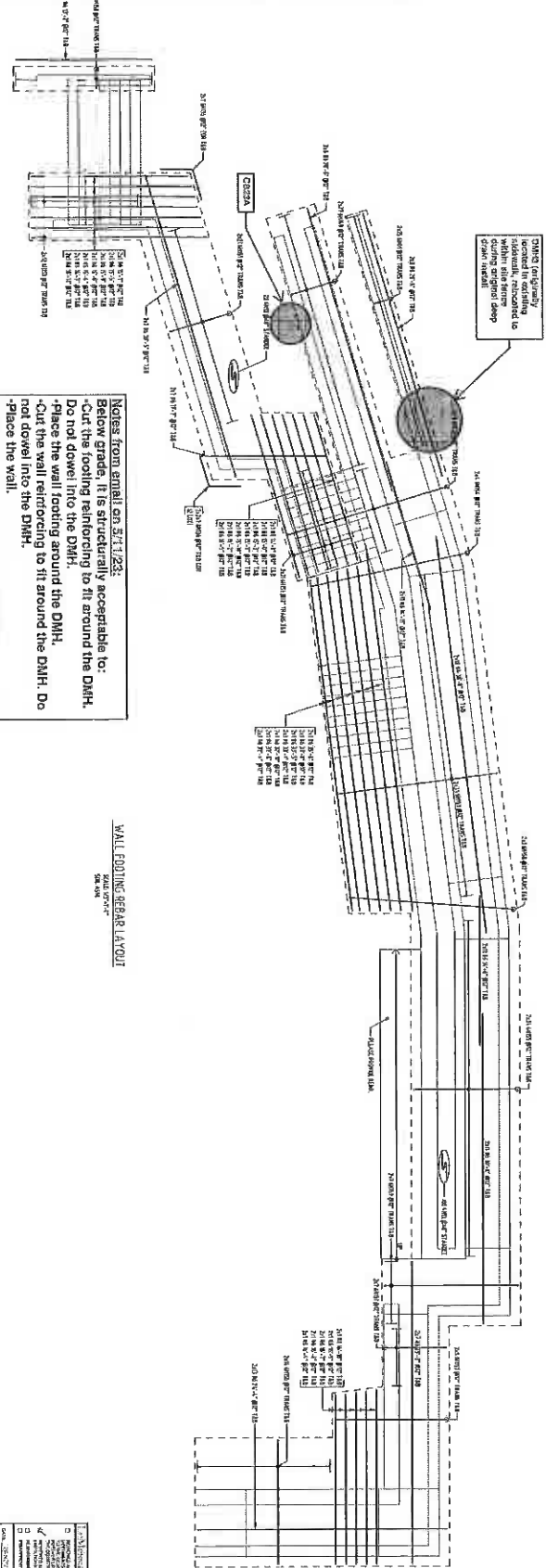
Attachments:
[RFI-722 Drainage Structure Conflict with Footing and Wall at Ramp_RESPONSE.pdf](#)

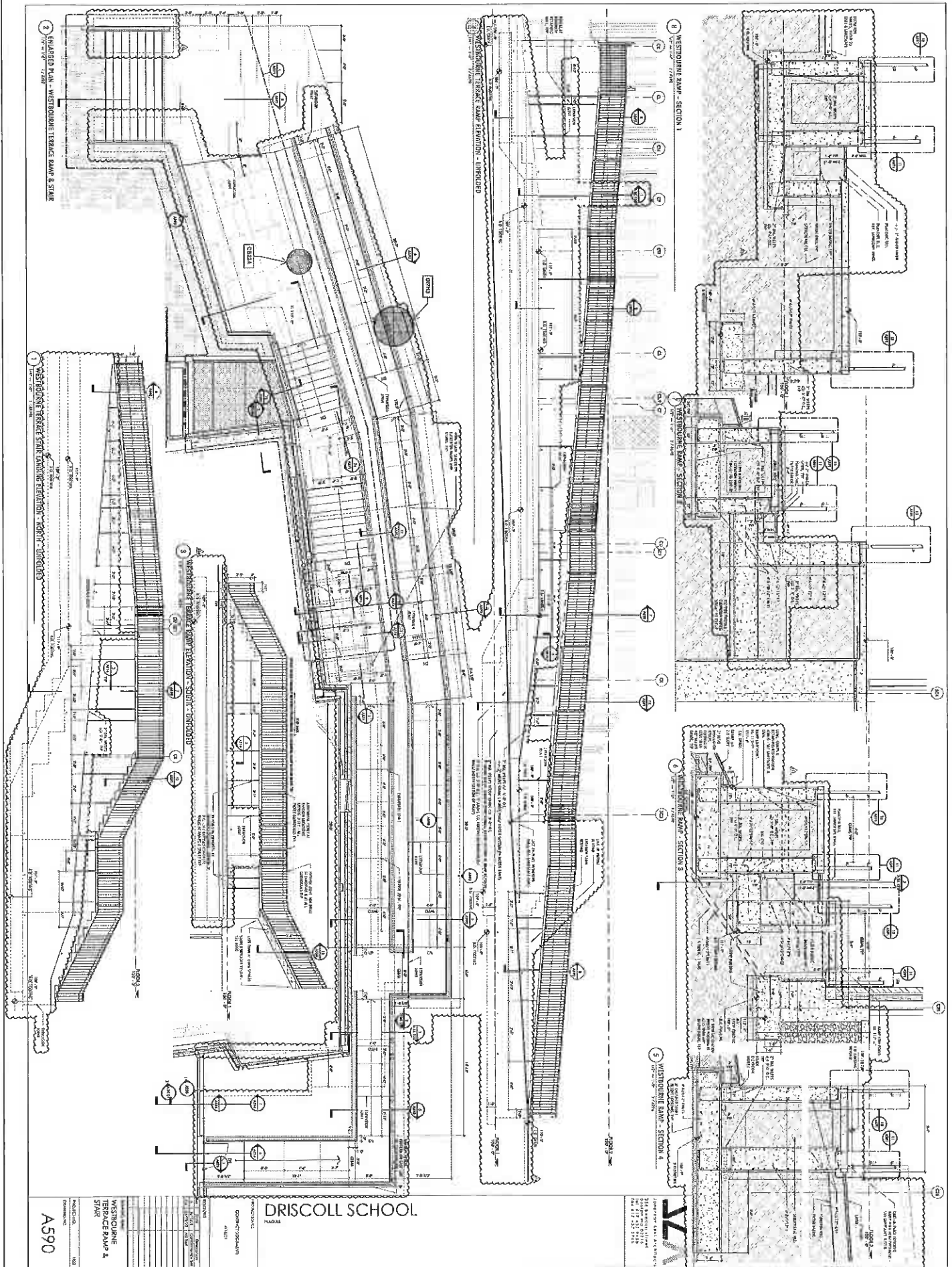
If the information provided in the response to this RFI constitutes a change in contract price or time, the trade contractor shall not proceed with this work unless authorized to do so by the Construction Manager in writing. The trade contractor shall provide the Construction Manager written notice within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

BY

DATE

COPIES TO





DRISCOLL SCHOOL

A590

WESTBOURNE
TERRACE RAMP &
STAIR

DATE: 10/1/2010

PROJECT: 100000000

CLIENT: 100000000

ARCHITECT: 100000000

ENGINEER: 100000000

CONTRACTOR: 100000000

OWNER: 100000000

DESIGNER: 100000000

REVISION: 100000000

DATE: 10/1/2010

PROJECT: 100000000

CLIENT: 100000000

ARCHITECT: 100000000

ENGINEER: 100000000

CONTRACTOR: 100000000

OWNER: 100000000

DESIGNER: 100000000

REVISION: 100000000

DATE: 10/1/2010

PROJECT: 100000000

CLIENT: 100000000

ARCHITECT: 100000000

ENGINEER: 100000000

CONTRACTOR: 100000000

OWNER: 100000000

DESIGNER: 100000000

REVISION: 100000000

DATE: 10/1/2010

PROJECT: 100000000

CLIENT: 100000000

ARCHITECT: 100000000

ENGINEER: 100000000

CONTRACTOR: 100000000

OWNER: 100000000

DESIGNER: 100000000

REVISION: 100000000

DATE: 10/1/2010

PROJECT: 100000000

CLIENT: 100000000

ARCHITECT: 100000000

ENGINEER: 100000000

CONTRACTOR: 100000000

OWNER: 100000000

DESIGNER: 100000000

REVISION: 100000000

DATE: 10/1/2010

PROJECT: 100000000

CLIENT: 100000000

ARCHITECT: 100000000

ENGINEER: 100000000

CONTRACTOR: 100000000

OWNER: 100000000

DESIGNER: 100000000

REVISION: 100000000

DATE: 10/1/2010

PROJECT: 100000000

CLIENT: 100000000

ARCHITECT: 100000000

ENGINEER: 100000000

CONTRACTOR: 100000000

OWNER: 100000000

DESIGNER: 100000000

REVISION: 100000000

DATE: 10/1/2010

PROJECT: 100000000

CLIENT: 100000000

ARCHITECT: 100000000

ENGINEER: 100000000

CONTRACTOR: 100000000

OWNER: 100000000

DESIGNER: 100000000

REVISION: 100000000

DATE: 10/1/2010

PROJECT: 100000000

CLIENT: 100000000

ARCHITECT: 100000000

ENGINEER: 100000000

CONTRACTOR: 100000000

OWNER: 100000000

DESIGNER: 100000000

REVISION: 100000000

DATE: 10/1/2010

PROJECT: 100000000

CLIENT: 100000000

ARCHITECT: 100000000

ENGINEER: 100000000

CONTRACTOR: 100000000

OWNER: 100000000

DESIGNER: 100000000

REVISION: 100000000

DATE: 10/1/2010

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

Submitted Amt: \$2,042.00



Date: 3/7/2024
Revised:

Project Name: Michael Driscoll School
Project No: J08864

Change Summary

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

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

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. River & Co. Inc.	\$0.00
08B Glass and Glazing	Kapiloff's Glass, Inc.	\$0.00
09B Resilient Flooring	CJM Services, Inc.	\$0.00
09C Tile	Pavillion Floors, Inc.	\$0.00
09D Painting	Color Concepts Inc.	\$0.00
09E Acoustical Ceiling Tile	The Cheviot Corporation	\$0.00
14A Elevator	Delta Elevator Service Corp.	\$0.00
21A Fire Protection	Johnson Controls Fire Protection LP	\$0.00
22A Plumbing Enabling.	Patrick J. Kennedy & Sons, Inc.	\$0.00
23A HVAC	Patrick J. Kennedy & Sons, Inc.	\$1,881.00
26A Electrical	Wayne J Griffin Electric, Inc.	\$0.00
Bond (included in above cost)		
Trade Contractor Total		\$1,881.00

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

3 days

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

Upload Your Supporting Documentation Here



Patrick J. Kennedy & Sons, Inc.
MECHANICAL CONTRACTORS

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

PROPOSED CHANGE ORDER

Number: PCO-0044

Date: 10/13/23

Phone:

Job: 2021-05 Driscoll School - HVAC

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

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

Source: CCD # 16

Added Start/Stop for the Emergency Generator

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

This proposal DOES NOT include:

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

Notes:

-This proposal is valid until 10/31/23

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

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

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

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

Approved by: _____
 Date: _____

JCI Controls, Inc.

Project:
Reference Number:

Page: 2

Title: _____
Date: _____
PO: _____

Title: _____
Date: _____

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

CONSTRUCTION CHANGE DIRECTIVE

To: Douglas Murphy

Project Name: Driscoll School

Project No.: 1823

Date of Issuance: September 14, 2023

CCD No.: 016

Re: Generator Start Stop Output Signal From
BMS

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

Proposed Adjustments

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

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

2. The Contract Time is proposed to remain unchanged.

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

DESCRIPTION

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

ATTACHMENTS

N/A

CONSTRUCTION CHANGE DIRECTIVE

To: Douglas Murphy

Project Name: Driscoll School

Project No.: 1823

Date of Issuance: September 14, 2023

CCD No.: 016

Re: Generator Start Stop Output Signal From
BMS

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DESCRIPTION

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

ATTACHMENTS

N/A

**Gilbane Building Company
Authorization To Proceed**

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

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

ARCHITECT: Jonathan Levi Architects LLC, Mark Warner

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

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

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

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

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

Attachments:

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

The Following information is provided by Gilbane Building Company

Method of determining change in Contract:

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

Change In Contract Sum

Dollar Amount: \$2,117.00

☒ Fixed ☐ Maximum ☐ Estimated ☐ Time and Material

Change In Contract Time

Time (Days): TBD

☒ Fixed ☐ Maximum ☐ Estimated

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

Gilbane Building Company

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

Jonathan Levi Architects LLC

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

LEFTFIELD, LLC

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

Town of Brookline

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



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

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

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

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

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

Rev Description:

Change Order Summary

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

Labor Breakdown

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

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

Accepted by: _____

Title: _____



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

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

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

Stair 1 Interruption Security Wall & Door

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

SUBMITTAL WORKFLOW

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

MICHAEL DRISCOLL SCHOOL
BROOKLINE, MA
J08864.000

SUBMITTAL STAMPING SHEET

Architect Name
Stamp Area

Consultant Name
Stamp Area

Gilbane

REVIEWED

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

Rev: _____

Reviewed By: WHeiberg

Date: 07/24/2023

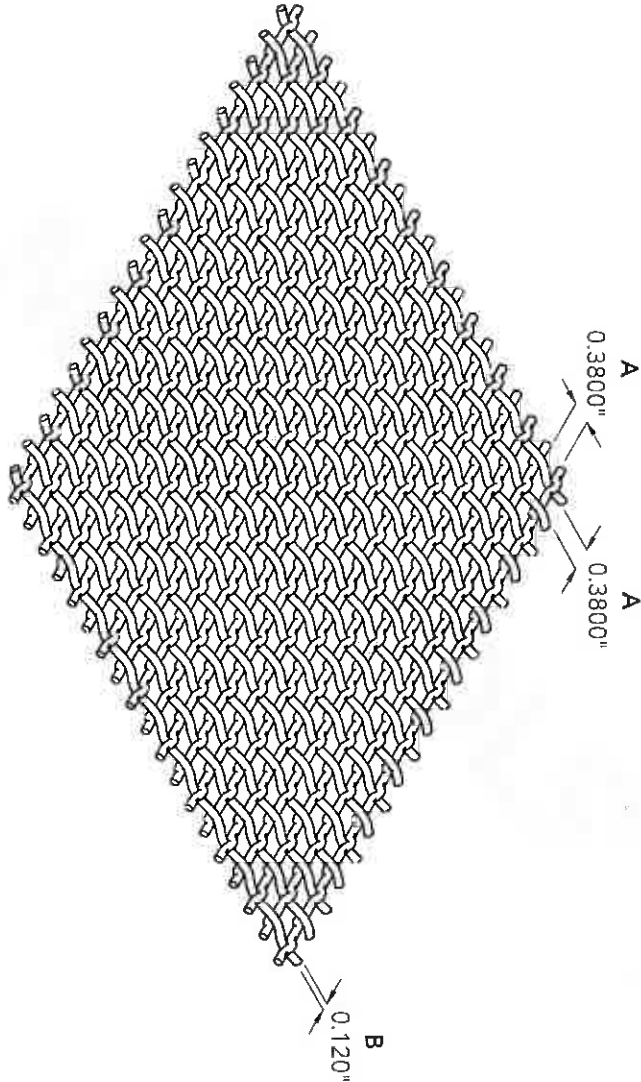
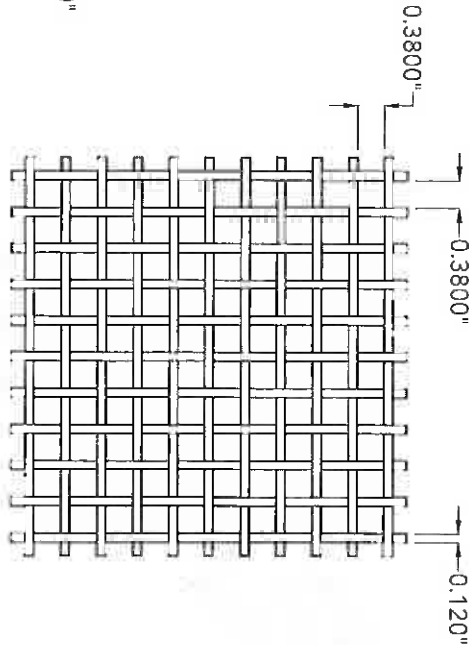
This submittal has been reviewed, checked and approved for compliance with the Contract Documents unless otherwise noted herein. This review does not constitute nor does it assure design responsibility nor does it relieve the trade contractor/supplier from complying with the contract requirements, coordinating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

Consultant Name
Stamp Area

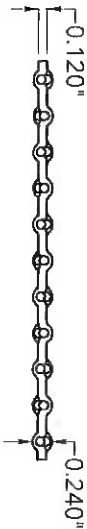
Gilbane



Top View



End View



The Hole Story

800.237.3820

mcnichols.com

McNICHOLS®

Drawing is for visual and conceptual purposes, is not to scale, and is based on nominal manufacturing data subject to standard production tolerances. McNICHOLS CO. does not provide engineering services of any kind. Technical information provided is for evaluation by technically skilled persons only. With any use thereof to be at their independent discretion and risk. McNICHOLS CO. shall have no responsibility or liability for results obtained or damages resulting from improper evaluation or use. McNICHOLS CO. makes no representation or warranty of any kind, express or implied, at law or in equity, regarding drawing including with respect to merchantability, fitness for any particular use or purpose, or design. All other representations or warranties are hereby disclaimed. This document and other related documents are subject to McNICHOLS CO. Terms and Conditions.

McNICHOLS® WIRE MESH		DRAWING
MESH TYPE	Square Woven	NOT TO SCALE
CONSTRUCTION TYPE	Carbon Steel	Item Number 36022200
PRIMARY MATERIAL	Woven - Lock Crimp/Plain Weave	Revision Date 04.30.2021
WEAVE or TRIM TYPE	58%	Page Number 1 of 1
PERCENT OPEN AREA	2 x 2	
MESH SIZE	0.3800" x 0.3800"	
A OPENING SIZE	0.120" Thick (11 Gauge)	
B WIRE DIAMETER/WIRE GAUGE		

TOWN OF BROOKLINE
332 Washington Street, Brookline, Massachusetts 02445

PURCHASE ORDER CHANGE FORM

INVOICE DATE: 05-Apr-24

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

Purchase Order Number
21803108

Vendor Number
53540

POYMENT AMOUNT
\$5,000.00

BUDGET 17,327,943.00
BALANCE 100,317.18

FUND	ORGANIZATION	ACTIVITY	OBJECT
	2594C197		6H0045

FOR: Brookline High School Expansion

Approval	Date	
34	4/1/2024	Construction Administration

AMOUNT
\$5,000.00

BUILDING COMMISSION

APPROVAL OF:

Janet Florman, Chairman

George Cole

Karen Breslawski

Nathan E. Peck

Brooke Duskin

SELECT BOARD

APPROVAL OF:

Charles Carey, Town Administrator

Bernard W. Greene, Chairman

Michael Sandman

John VanScoyoc

Miriam Aschkenasy

Paul Warren

SCHOOL COMMITTEE

APPROVAL OF:

Deputy Superintendent For Administration and Finance

ATTACHMENT F

CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. 34 _____

WHEREAS, the Town of Brookline _____ ("Owner") and William Rawn Associates, Architects Inc. _____, (the "Designer") (collectively, the "Parties") entered into a Contract for Designer Services for the Brookline High School Expansion _____ Project (Purchase Order # 21803108) at the Brookline High _____ School on July 6, 2018 _____.
"Contract"; and

WHEREAS, effective as of April 1, 2024 the Parties wish to amend the Contract:

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Amendment, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Owner hereby authorizes the Designer to perform services for the Design Development Phase, the Construction Phases, and the Final Completion Phase of the Project, pursuant to the terms and conditions set forth in the Contract, as amended.
2. For the performance of services required under the Contract, as amended, the Designer shall be compensated by the Owner in accordance with the following Fee for Basic Services:

Fee for Basic Services:	Original Contract*	After this Amendment: Amendment fee: \$5,000
Feasibility Study Phase	\$ _____	\$ _____
Schematic Design Phase	\$ _____	\$ _____
Design Development Phase	\$ _____	\$ _____
Construction Document Phase	\$ _____	\$ _____
Bidding Phase	\$ _____	\$ _____
Construction Phase	\$ _____	\$ _____
Completion Phase	\$ _____	\$ _____
*Includes previous Amendments		
Total Fee	<u>\$15,827,943.00</u>	<u>\$15,832,943.00</u>

This Amendment is a result of:

1. Project closeout, punchlist, site visits beyond the 60 day period after substantial completion

Lap Yan
Project Administrator
Town of Brookline Building Department
Brookline Town Hall
333 Washington Street
Brookline, MA 02445

~~March 4, 2024~~

Revised: 4/1/24

Project Name: Brookline High School Expansion Project

Re: Contract Amendment #34: Brookline High School Project Closeout

CC: Sam Lasky

Dear Lap,

As a follow-up to our discussion about the Brookline High School 3rd Floor and Quad Renovation project, we have exceeded the NTE allowance approved by the Town of Brookline in Contract Amendment #32 for additional punch list management and site visits. The substantial completion date for this project was August 26, 2022. We have continued to provide Construction Administration services for 375 business days after the substantial completion date. Per Article 8.3.2 If construction has not reached Substantial Completion after the 60 additional calendar days, the Designer shall thereafter be entitled to Extra Services compensation for providing the services described in Articles 7.9.1 d, e, f, g, h, i, and 7.10.3.

We submit this amendment proposal per the following sections of our Agreement:

7.9.1-d Additional site visits (Additional back punch site visits)

7.9.1-h Recommend actions to be taken which may include condemnation or rejection of any work that the Designer determines fails to conform to the Owner-CM at Risk Agreement. (Monetized punch list management)

7.10.3 Reviewing and certifying the CM at Risk's Application(s) and Certificate(s) for payment, as necessary.

We proposed working on an hourly basis until the project is Lambrian closes out the project. Hourly rates will be based on WRA's General Conditions for 2024 (attached).

WRA Monthly NTE Allowance: 1 months @ \$5,000 / month

CA #34 Total Fee: \$5,000

We look forward to continuing to work with the Town of Brookline to bring this project to closure.

Regards,



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

Attachments: WRA General Conditions

RESPONSIBILITY OF CLIENT - Client will furnish to WRA all boundary and survey information, soils and geotechnical reports, other consultants' studies and drawings, and any other relevant information pertinent to the proper development of their Work for the Project. WRA shall be entitled to rely upon the accuracy and completeness of such information furnished by the Client or their Consultants, and WRA shall not be responsible or liable to the Client for the consequences of any error or omission in the information.

OWNERSHIP OF DOCUMENTS - Original Models, Drawings and Specifications prepared by WRA as instruments of service are and shall remain the property of WRA whether the Project for which they are made is executed or not. Client may request and obtain copies of original documents at the cost of reproduction. They may only be used on other projects or extensions to this Project by agreement in writing with WRA.

Estimates of Probable Construction Cost - Estimates of Probable Construction Cost, if prepared by WRA, represent their best judgment as design professionals familiar with the construction industry. However, as WRA has no control over the cost of labor and materials, competitive bidding practices, or market conditions, WRA makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the WRA's estimate of probable construction cost.

PROFESSIONAL LIABILITY - WRA will furnish the Client professional advice in connection with the Work covered by this Agreement. They will use reasonable care and diligence in this professional work, and will use their best judgment for the accomplishment of the aim stated. Client agrees to look solely to the amount available under WRA's Professional Liability Insurance Policy (\$5,000,000) to protect against errors or omissions in connection with WRA's duties under this agreement. WRA shall have no liability, direct or indirect, to the Client for any alleged errors, omissions, or other claims except to the extent provided by said insurance in force at the time of claim. If the Client should require a higher limit to WRA's Insurance Coverage, he may pay for the additional premium and WRA will adjust the terms of their policy.

TERMINATION OF AGREEMENT - This agreement may be terminated by either party upon seven (7) days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. In the event of termination not the fault of WRA, they shall be compensated for all the services performed to termination date, together with Reimbursable Expenses then due and all expenses directly attributable to termination for which WRA is not otherwise compensated.

MEDIATION - If a dispute arises out of or relates to this contract or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try to settle the dispute by mediation administered by the American Arbitration Association under its Mediation Procedures before resorting to arbitration. If a party fails to respond to a written request for mediation within 30 days after service or fails to participate in any scheduled mediation conference, that party shall be deemed to have waived its right to mediate the issue in dispute.

HAZARDOUS MATERIAL - The Client recognizes that WRA does not carry any insurance which covers acts or omissions relating to (a) asbestos, materials containing asbestos, or the existence, use, detection, removal, containment or treatment thereof, or (b) pollutants, hazardous wastes, hazardous materials, contaminants, or the dispersal, discharge, leakage, use, detection, removal, containment, or treatment thereof. (The materials and activities listed in the foregoing

TOWN OF BROOKLINE

333 Washington Street, Brookline, Massachusetts 02146

PURCHASE ORDER CHANGE FORM

INVOICE DATE: 10-Apr-24

TO:	Consigli Construction 72 Summer Rd Milford MA 01757
-----	---

Purchase Order Number

22209234

Vendor Number

28728

BUDGET \$57,400.00
BALANCE \$13,276,878.07

FUND	ORGANIZATION	ACTIVITY	OBJECT
	2594C209		6B0142

PAYMENT AMOUNT

\$13,150,019.00

FOR: John R. Pierce School

Amendment	Date	AMOUNT
6	4/4/2024	Early GMP Budget
		\$13,150,019.00

BUILDING COMMISSION

APPROVAL OF

DocuSigned by:

Janet Sandman
Janet Sandman, Chairman

George Cole
George Cole

DocuSigned by:

Nathan Peck
Nathan E. Peck

Brooke Duskin

SELECT BOARD

APPROVAL OF

Charles Carey, Town Administrator

Bernard Greene, Chairman

Michael Sandman

John VanScoyoc

Miriam Aschkenasy

Paul Warren

SCHOOL COMMITTEE

APPROVAL OF

Deputy Superintendent For Administration and Finance

March 27, 2024

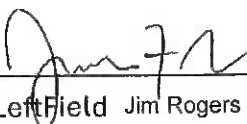
Building Commission
333 Washington Street
Brookline, MA 02445

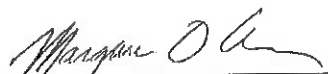
RE: Pierce Project Team Recommendation regarding release of early package for Pierce project

Dear Building Commission Members:

As previously communicated, project team members LeftField, Miller Dyer Spears (MDS), and Consigli, all fully recommend the release of the early package as soon as possible for the following reasons:

1. It saves a year off of project duration.
2. It prevents additional escalation and carry costs totaling approximately \$5.5M to \$10.6M. We do not believe that we will be able to value engineer this much cost out of the current design/scope, meaning the project could require additional funding from the Town.
3. It allows the Architect to uncover potential design issues during demolition.
4. It allows the school to begin communicating with their students, teachers, parents, and administrators about the impending move to a temporary location for the next several school years while Pierce is under construction.
5. It allows Consigli to assign staff to the project.
6. The early package GMP has come in over \$2.5M under the established DD project budget.
7. The filed sub bid(s) expire on April 6. This could require a full re-bid.


LeftField Jim Rogers


MDS Margaret O. Clark, RA LEED AP BD+C


Consigli

CONSTRUCTION CONTRACT FOR CONSTRUCTION MANAGER AT RISK SERVICES AMENDMENT No. 6

WHEREAS, the Town of Brookline ("Owner") represented by Owner's Project Manager, LeftField, LLC, entered into a contract ("Contract") with Consigli Construction Company, Inc. (the "CM at Risk") (collectively the "Parties") for construction manager services in association with the design and construction of the John R. Pierce School Project (the "Project") on May 17, 2022; and

WHEREAS CM Contract Amendment No. 1 was approved on August 9, 2022; and
WHEREAS CM Contract Amendment No. 2 was approved on June 13, 2023; and
WHEREAS CM Contract Amendment No. 3 was approved on October 10, 2023; and
WHEREAS CM Contract Amendment No. 4 was approved on February 13, 2024; and
WHEREAS CM Contract Amendment No. 5 was approved on March 12, 2024; and

WHEREAS effective as of April 9, 2024, the Parties wish to amend the Contract;

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Amendment, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

- The Owner hereby authorizes this Amendment No. 6 with a total value of \$13,150,019. This Amendment is comprised of Pre-GMP #1 which includes Abatement and Demolition, Cut, Cap and Make-Safe of Plumbing, Mechanical and Electrical and Sitework and is based on Bid Package No. 1, dated January 24, 2024 and Addenda 1 and 2, dated March 4 and March 5, 2024, respectively. The Contract Price in accordance with Articles 6 and 7 of the Owner-Construction Manager Agreement shall be amended as follows:

<u>Fee for Basic Services</u>	<u>Original Contract</u>	<u>Previous Amendments</u>	<u>Amount of This Amendment</u>	<u>After This Amendment</u>
SD Preconstruction Services	\$ 57,400.00	\$ 4,288.00	\$ 0.00	\$ 61,688.00
Preconstruction Services		\$ 341,991.25	\$ 0.00	\$ 341,991.25
Pre-GMP #1		\$ 0.00	\$ 13,150,019.00	\$13,150,019.00
Total Fee	\$ 57,400.00	\$ 346,279.25	\$ 13,150,019.00	\$ 13,553,698.25

- The Project Schedule shall be as follows:

Original Schedule for Substantial Completion:

July 21, 2027

Amended Schedule for Substantial Completion:

October 29, 2027

- The Construction Budget shall be as follows:

Original Budget:

\$168,022,660

John R. Pierce School Project

Amended Budget:

\$ No Change

This Amendment contains all of the terms and conditions agreed upon by the Parties as amendments to the original Contract. No other understandings or representations, oral or otherwise, regarding amendments to the original Contract shall be deemed to exist or bind the Parties, and all other terms and conditions of the Contract remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this amendment to be executed by their respective authorized officers.

OWNER:**TOWN OF BROOKLINE**

By executing this Agreement, the undersigned authorized signatory of Owner, who incurs no personal liability by reason of the execution hereof or anything herein contained, hereby certifies under penalties of perjury that this Contract is executed in accordance with a prior approval of the Town of Brookline.

By: See Attached Signature Page for Town **Date:** April 9, 2024

Name: _____

Title: _____

CM at RISK:**CONSIGLI CONSTRUCTION COMPANY, INC.**

DocuSigned by:

JODY STARUK**By:**

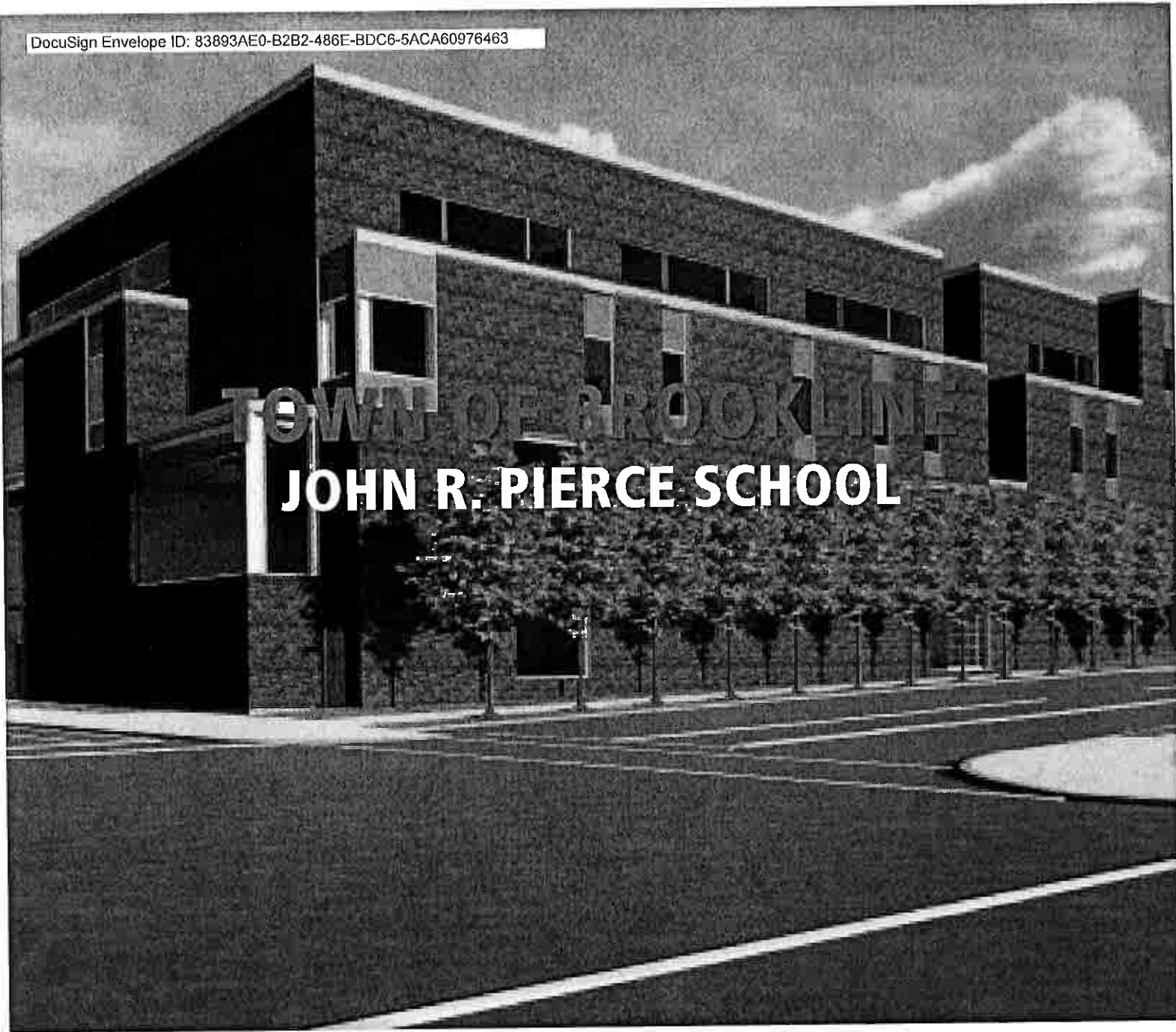
E68732ABE51543C

Date: 4/4/2024Name: JODY STARUKTitle: Project Executive**APPROVED AS TO FORM:****By:** _____ **Date:** April 9, 2024

Name: _____

Title: _____

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EARLY SITE & DEMOLITION GMP

TOWN OF BROOKLINE

John R. Pierce School Project

SUBMITTED BY:

Consigli Construction Co., Inc.

Jody Staruk, LEED AP, Project Executive

(508) 922-0822 | jstaruk@consigli.com

March 7, 2024



CONSIGLI
Est. 1905

TABLE OF CONTENTS

Town of Brookline, John R. Pierce School



The Right Choice

Consigli is a fourth-generation, family-led organization that offers the resources and experience of one of the strongest construction management firms in the Northeast and Mid-Atlantic with the creativity and flexibility of a start-up.

- 1. Trade Summary**
- 2. Assumptions & Qualifications**
- 3. General Conditions & General Requirements**
- 4. Leveling Sheets**
- 5. Estimate Phase 1 only**
- 6. Estimate Phase 2 only**

Town of Brookline, John R. Pierce School

1 | Trade Summary



CONSIGLI
Est. 1905

Pierce School

Brookline, MA

DD Estimate
3/7/2024



WBS	DESCRIPTION	Control Budget (DD Estimate w/VM) 2/1/2024 231,420 SF	Phase 1 Breakout from Control Estimate 2/1/2024	Phase 1 GMP Draft 3/7/2024	Variance	Remaining Budget
02.00	Final Cleaning	1.40 323,988	-	-	-	323,988
02.01	Demolition and Abatement	31.87 7,374,462	7,374,462	6,098,087	(1,276,375)	1,276,375
03.01	Concrete	41.76 9,664,816	-	-	-	9,664,816
03.04	Gypsum Cement Underlayment	1.63 378,000	-	-	-	378,000
04.01	Masonry (TS)	17.11 3,959,976	-	-	-	3,959,976
05.01	Structural Steel	34.81 8,056,508	-	-	-	8,056,508
05.03	Misc Metal (TS)	13.44 3,110,312	-	-	-	3,110,312
06.01	Rough Carpentry	4.20 972,910	-	-	-	972,910
06.02	Finish Carpentry	7.95 1,839,433	-	-	-	1,839,433
06.03	Historic Salvage & Reuse	0.13 30,784	-	-	-	30,784
07.01	Waterproofing & Caulking (TS)	9.36 2,165,930	-	-	-	2,165,930
07.02	Roofing (TS)	9.38 2,171,684	-	-	-	2,171,684
07.06	Exterior Wall Panels	12.50 2,893,714	-	-	-	2,893,714
07.07	Slate Siding	2.07 478,933	-	-	-	478,933
07.09	Fireproofing	2.88 665,603	-	-	-	665,603
08.01	Curtain-Walls (TB)	21.97 5,083,433	-	-	-	5,083,433
08.02	Glass & Glazing (TS)	4.60 1,064,825	-	-	-	1,064,825
08.04	Doors and Hardware	4.92 1,138,880	-	-	-	1,138,880
08.07	Overhead Doors	0.10 23,296	-	-	-	23,296
09.01	Drywall & Carpentry	34.40 7,959,824	-	-	-	7,959,824
09.02	Tile (TS)	3.26 754,430	-	-	-	754,430
09.03	Acoustical Tile (TS)	5.11 1,183,463	-	-	-	1,183,463
09.05	Resilient Flooring (TS)	4.46 1,032,209	-	-	-	1,032,209
09.06	Terrazzo (TS)	3.72 859,871	-	-	-	859,871
09.07	Painting (TS)	3.79 877,480	-	-	-	877,480
09.60	Polished Concrete	0.20 45,398	-	-	-	45,398
09.64	Wood Flooring	1.05 241,947	-	-	-	241,947
09.65	Epoxy Flooring	0.81 187,487	-	-	-	187,487
09.68	Carpet & Mats	0.70 161,173	-	-	-	161,173
09.80	Acoustical Panels	2.03 469,506	-	-	-	469,506
10.02	Signage	0.89 206,225	-	-	-	206,225
10.03	Specialties	3.71 858,121	-	-	-	858,121
11.02	Food Service Equipment	3.41 790,270	-	-	-	790,270
11.03	Parking Equipment	- -	-	-	-	-
11.04	Stage Curtain & Rigging	0.95 221,919	-	-	-	221,919
11.05	Gymnasium Equipment	1.26 290,854	-	-	-	290,854
11.06	Parking Equipment	0.43 100,000	-	-	-	100,000
11.07	Window Washing Equipment	0.60 140,000	-	-	-	140,000
12.02	Window Treatment	1.23 284,818	-	-	-	284,818
12.30	Manufactured Casework	7.88 1,822,757	-	-	-	1,822,757
14.01	Elevator (TS)	3.27 757,100	-	-	-	757,100
21-01	Fire Protection (TS)	8.07 1,868,091	-	-	-	1,868,091
22-01	Plumbing (TS)	18.82 4,355,131	22,594	22,594	-	4,332,537
23-01	HVAC (TS)	76.79 17,771,347	22,594	22,594	-	17,748,753
26-01	Electrical (TS)	62.40 14,439,896	292,140	309,495	(17,355)	14,130,401
26-02	Photovoltaic	- -	-	-	-	-

Pierce School
Brookline, MA

DD Estimate

3/7/2024



WBS	DESCRIPTION		Control Budget (DD Estimate w/VM) 2/1/2024 231,420 SF	Phase 1 Breakout from Control Estimate 2/1/2024	Phase 1 GMP 3/7/2024	Variance	Remaining Budget
31.22	Sitework		54.41 12,591,513	2,551,610	2,543,250	(8,360)	10,048,263
32.02	Site Concrete		4.82 1,115,608			-	1,115,608
32.03	Landscaping & Site Improvements		13.72 3,175,267			-	3,175,267
33.04	Geothermal Wells		14.99 3,468,800			-	3,468,800
SUBTOTAL 0			559 129,427,992	10,263,400	8,996,020	(1,267,380)	120,431,972
	Design/Estimate Contingency		27.96 6,471,400	615,804	-	(615,804)	6,471,400
	Escalation		19.57 4,529,980	410,536	-	(410,536)	4,529,980
SUBTOTAL 1 (TRADE COSTS)			607 140,429,372	11,289,740	8,996,020	(2,293,720)	131,433,352
	SDI / Subcontractor Bonds	1.40%	4.11 950,792	143,371	121,611	(21,760)	829,181
	Building Permit	0.00%	- -	-	-	-	-
SUBTOTAL 2			611 141,380,164	11,433,111	9,117,631	(2,315,480)	132,262,533
	General Conditions		45.65 10,563,556	2,879,865	2,724,207	(155,658)	7,839,349
	Winter Conditions		2.16 500,000	30,000	30,000	-	470,000
	General Requirements		18.33 4,241,405	460,328	460,328	-	3,781,077
	P&P Bond	0.67%	4.86 1,124,657	99,182	87,984	(11,198)	1,036,673
	Builder's Risk		3.15 730,000	-	-	-	730,000
	Insurance	1.20%	8.70 2,014,312	178,830	157,582	(21,248)	1,856,730
SUBTOTAL 2			694 160,554,094	15,081,316	12,577,732	(2,503,584)	147,976,362
	Construction Contingency	2.50%	18.05 4,177,147	377,033	314,443	(62,590)	3,862,704
SUBTOTAL 4			712 164,731,241	15,458,349	12,892,176	(2,566,173)	151,839,065
	CM Fee	2.00%	14.22 3,291,359	309,167	257,844	(51,323)	3,033,515
TOTAL COST			726 168,022,600	15,767,516	13,150,010	(2,617,497)	154,872,581

Hate Speech Prevention Policy

In December 2023, the Commonwealth of Massachusetts Office of the Attorney General released guidance on schools' legal obligations to prevent and address hate and bias incidents, stating,

"Schools cannot wait until after a hate incident has occurred to take action. State law and DESE regulations require schools to take affirmative steps to create a positive school climate where all students feel safe, supported, and respected, and to implement rules, policies, and procedures to combat bullying and harassment. Schools that neglect these obligations risk creating an environment in which hate incidents are more likely to occur and are more difficult to address."

The Public Schools of Brookline's (PSB) hate speech prevention policy aims to follow state guidance to take a proactive approach to fostering a "safe, supportive, and inclusive educational environment," in complementarity with PSB's bullying, discrimination, and harassment policies.

~~The Public Schools of Brookline (PSB) prioritizes a safe, inclusive environment where diversity is celebrated, and hate has no place. We endeavor to create a school environment where speech or expression that denigrates a person or persons on the basis of (alleged) membership in a social group identified by attributes such as race, ethnicity, gender, sexual orientation, religion, age, physical or mental disability, and others, is not tolerated. Further, PSB~~This policy reinforces our dedication to creating a community where every individual feels respected and supported through collective action in the following manners: vigilance, investigation, education, and data reporting.—

~~This policy~~It applies to all persons employed by, attending, or otherwise affiliated with ~~the Public Schools of Brookline~~PSB, including volunteers, interns, and partnering organizations.

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The hate speech prevention policy shall take effect immediately upon passage of this policy by the School Committee. The protocols and annual report provisions shall take effect during at the start of the 2024-2025 school year following the completion of initial trainings.

1. Definition: Hate speech, whether explicit or implicit, plain or subtle, intentional or unintentional, is a pejorative communication, in speech, gesture, illustration, writing and/or any form of electronic communication that, at its root, expresses prejudice or hate on the basis of ethnicity, race, religion, nationality, sexual orientation, gender identity, disability, or other like grouping. -Such expression does not necessarily -result in unequal treatment based on protected class, may be a singular instance and might be expressed in a non-threatening manner.—
2. Examples:
 - a. ~~Typical h~~Hate speech typically involves epithets, slurs, statements that promote bias and/or ~~malicious~~ stereotypes (for example: "Jews control the world" or use of the N-word)

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b. ~~Typical~~ Hate speech typically is intended to express and/or incite hatred on the basis of a person or persons' membership in a protected class (for example: "I hate ~~transsexual~~ transgender people")

c. ~~Hate speech may or may not include canards that propagate a sensationalized or hateful misrepresentation of the group's membership (for example: Muslims or Arabs as terrorists)~~

d. ~~c.~~ Hate speech may ~~or may not~~ include ~~nonverbal depictions and symbols, as well as~~ drawings, photographs, graffiti, logos, or other imagery made publicly visible (for example: the Nazi swastika or salute, or the Confederate Battle Flag)

3. Education Exceptions: Use of what would ordinarily be treated as hate speech ~~is~~ may be narrowly permissible ~~in:~~

a. in an instructional or remedial therapeutic setting for purposes of identifying material as hate speech and/or remedying its negative consequences, ~~and; or;~~

b. in teacher-led discussions or assignments in which ~~above-defined hate speech statement, epithet, symbol, or gesture~~ is studied, either within its historical context(s) ~~or as hate speech within its context itself (e.g., contextually appropriate academic settings)~~ (e.g. classroom discussions of swastikas in Nazi Germany, or their ancient use as religious symbols; or their contemporary use by white supremacist organizations in Buddhist art, Confederate flags in a Civil War social studies lesson); or

c. by and to people who identify with the group against whom the specific hate speech is typically directed, when uttered in a self-deprecating, familiar, friendly, or reappropriated manner (e.g., the use of a colloquial version of the N-word in African American Vernacular English).

b. _____

4. Vigilance: The Public Schools of Brookline promote and encourage the consistent reporting of hate speech incidents ~~, even if addressed in the classroom,~~ as a means of prevention. ~~PSB will develop a user-friendly mechanism for reporting incidents of hate speech, and will ensure its broad promotion throughout schools and its accessibility to administrators, educators, students, and their families and caregivers. The "mandated reporter" approach should be applied using a reporting mechanism explicitly identified by the District. In other words, if one becomes aware of any hate speech, it should be reported. This reporting mechanism will be made publicly available in PSB communications at least biannually. This reporting mechanism will be easily identifiable on the PSB website. This reporting mechanism will be posted publicly in each school administration building's entranceway.~~

5. Investigation: The Public Schools of Brookline ~~assert that all reports of hate speech using the aforementioned mechanism will be~~ investigate all reports of hate speech thoroughly in accordance with existing bullying reporting procedures (Section J). ~~Each member of the school community is responsible for cooperating with the PSB's investigation of reports or complaints~~

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of violations of this Policy and with the PSB's efforts to prevent, respond effectively to, and eliminate any such conduct.

5. _____

6. Education: Annual training in preventing, identifying, responding to, and reporting hate speech will be provided for all school employees. Staff training for those responsible for investigating incidents of hate speech and oversight of this policy will include training to distinguish between acceptable speech and expression and hate speech. PSB affirms its commitment to the development of critical thinking skills as the foundation of distinguishing between acceptable and hate speech. Age-appropriate, evidence-based instruction on hate speech prevention shall be incorporated into the curriculum for ~~all~~ pre-K to 12 students.

a. To prevent the introduction of bias into hate speech trainings, PSB will establish a Hate Speech Prevention Advisory Group. The Advisory Group will be composed of Brookline community members who represent diverse ethnic, racial, religious, national, sexual identity, gender identity, and disability identity groups. The Advisory Group will be called upon to advise the Office of Educational Equity and the Office of Teaching and Learning to review new training materials and curriculum to ensure their neutrality, fairness, and inclusiveness.

b. To further prevent the introduction of bias into trainings and materials, PSB will make every effort when hiring outside groups to work with organizations with strictly educational missions without other advocacy objectives.

f. _____

7. Data Reporting: All reported incidents will be logged in a District database. The District shall prepare annually a written catalog of reported hate speech incident data to the School Committee at least once by June 20 of each academic year. ~~The data shall include, but not be limited to:~~ (i) the number of reported allegations of hate speech aggregated by protected class and by school; (ii) the number and nature of substantiated incidents of hate speech aggregated by protected class and by school; ~~-(iii) the number of students disciplined-engaged in restorative justice practices or disciplined~~ for engaging in hate speech aggregated by protected class and by school; ~~and~~ (iv) any other pertinent information requested by members of the School Committee. ~~The purpose of this annual report is to assist the district and School Committee in tracking hate speech incidents to better understand their scope and promulgate more effective procedures to ensure the safety and social-emotional well-being of our school communities.~~

~~7.8.~~ Remediation: Recognizing that hate speech can range from intentional to unintentional, with varying degrees of scope and severity, district responses shall be tailored to the context of each individual situation and the ages and circumstances of those impacted. While remediation may include a disciplinary response, the goals are always to educate and promote the general welfare. Remediation shall align with the PSB Code of Conduct.

Nothing in this policy shall be construed to limit the reporting requirements and protections against hate incidents already guaranteed under applicable state and federal law. The Massachusetts Anti-Bullying Law (G.L. c. 71, § 37O), Student Anti-Discrimination Act (G.L. c. 76 § 5), and Title VI of the federal Civil Rights Act require schools to take affirmative measures

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to prevent bias-related bullying and harassment by students, and to respond meaningfully when such misconduct occurs. Notably, a school district's obligation to protect a student from a hostile school environment extends beyond addressing hate incidents that occur on school grounds or during school-sponsored activities.

¹ Massachusetts Attorney General's Office Guidance on Schools' Legal Obligations to Prevent and Address Hate and Bias Incidents. 2019.

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J 1 f. Assignment of Students to Schools:

Voted 10/6/81, #81-461; 5/7/84, #84-171; 5/11/93, #93-148; 6/7/01, #01-65, #01-66, #01-67; 6/14/01, #01-77; 2/7/02, #02-14; 3/25/04, #04-23 and #04-25; 3/15/12, #12-18; 2/14/13, #13-13; 3/12/15, #15-16)

1. School Zones

a. Establishment of School and Buffer Zones

Each elementary school will have a school zone associated with it, i.e., addresses or groups of addresses near that school. Students residing in that school zone are assigned to that respective school.

In order to help mitigate overcrowding in a grade or school and/or help maintain balanced class sizes across our elementary schools, the School Committee may establish school “buffer zones,” i.e., addresses or groups of addresses, from which new students may be assigned by the Superintendent or his/her designee to any of multiple designated schools.

While committed to neighborhood elementary schools, the School Committee believes buffer zones are a necessary component of any strategy to manage enrollment because they provide the Superintendent greater flexibility to assign students to schools equitably with regards to space and resources, affording the best possible education for all students.

b. School Assignment for Students Residing in Buffer Zones

With respect to the assignment of students residing in buffer zones:

1. The preference of the family/caregiver(s) will be considered in making the initial assignment.
2. Unless the family/caregiver(s) request a different assignment, which will be considered according to the policy on out-of-zone transfers below, subsequent assignments of siblings will be made to the same school.

c. Periodic Review, Modification, Expansion, or Reassessment of Buffer Zone Need

In order to underscore the School Committee’s objective of maintaining strong neighborhood schools and reducing the uncertainty felt by some families who move into buffer zones, the School Committee shall periodically review the PSB’s need for buffer zones based on enrollments as well as the experience of the community with the buffer zones. Based on any such review, the School Committee may modify or expand buffer zones to include additional schools for potential student assignment provided, however, that such review does not guarantee repeal of any given buffer zone.

d. Public Access to Buffer Zone Information

A current map and full list and description of school attendance districts and buffer zones shall be available from the Town’s GIS Department online through the Town’s website, or in print form upon request.

2. ~~Open Enrollment~~ Requesting assignment to a school outside the student school/buffer zone

A student or their family/caregiver(s) may request assignment to a specific elementary school even if they do not reside in a school or buffer zone associated with that school. The decision to grant the request is subject to the following considerations:

1. The class size in the school district of the applicant, and that in the school being requested;
2. The overall crowding conditions and staff/pupil loads in the school district of the applicant and that in the school being requested;
3. The parents’ reason for the request;
4. The educational well-being of the student, including the opinions of the Principals of both schools

and other staff members.

~~These considerations -which-~~ are designed to support the class size policies of the Public Schools of Brookline, to ensure even utilization of individual building resources and staff throughout the system, and to protect the educational well-being of the students. If ~~an assignment transfer~~ is approved ~~for~~ one ~~student/child in a family~~, there ~~can be~~ no guarantee that a sibling will be granted similar approval.

~~32. Out of District Transfer Requests~~Assignment Authority

The Superintendent of Schools, based on a recommendation from the ~~Office of Student Affairs~~Department of Data and Information Systems in the Office of Administration and Finance, which manages student enrollment, shall have the sole responsibility of deciding ~~out of district transfer requests and the assignment of new families residing in buffer zones (see below); school assignments in accordance with School Committee policy.~~

4. Temporary Relocation of Students and/or Classrooms: (Voted 2/14/13, #13-13)

In response to extraordinary circumstances, including, but not limited to, space constraints from high enrollment or capital renovation/construction, the Superintendent of Schools may, at his or her discretion, in consultation with the School Committee, temporarily relocate a classroom or classrooms of students in grades K-12 to spaces outside of the school to which they are assigned. Such temporary relocation may be sited in rental space or other buildings within the PSB or Town, including other elementary schools. Any such relocation shall be temporary, shall terminate when the need for such relocation ends, and shall not exceed 2 years without a vote of the School Committee on or before March 15th of the second year of implementation. Students relocated under this provision shall retain their original school assignment status for all other purposes including, but not limited to, matriculation and calculations of school enrollment.

One-Year Pilot:

J 1 f. Assignment of Students to Schools

5: Request to Remain

[Section 5 of the Assignment of Students to Schools Policy is proposed as a pilot for a term of one year. At the end of the pilot period, the School Committee will review the effect of the policy, especially with regard to the impact, if any, on class sizes. At a future date of its choosing, the School Committee may revise Section 5, renew the pilot, or adopt the pilot as a permanent change to Section J 1 f.]

Students whose residence within the Town changes, such that they are no longer within the associated school zone or an associated buffer zone, shall notify the Office of Registration and Enrollment (ORE) of their new address. At that time, they will inform ORE of their request to remain at their current school. The request to remain shall be reviewed by the Office of the Superintendent and, absent any extenuating circumstances, the request shall be permitted, and is granted until the student completes their 8th grade year. A student who is granted permission to remain at their current school may be ineligible for district-provided transportation.

may be granted permission to remain at the former school upon request to the Superintendent of Schools or his/her designee. ALTERNATIVE TO PRIOR SENTENCE: Students whose residence changes from one school zone to another within the Town may remain at the former school through the conclusion of the school year, and will be assumed to remain at that school unless they request reassignment by the August 15th before the following school year.

If permission to remain at the former school is granted, the transportation of students to school shall be the responsibility of the student's family/caregiver(s).

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MEMORANDUM OF AGREEMENT
BETWEEN
THE BROOKLINE SCHOOL COMMITTEE
AND

THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO, COUNCIL 93, LOCAL 1358

12-Month Full-Time Food Service Driver

April 2024

WHEREAS, the Brookline School Committee ("Committee") and the American Federation of State, County and Municipal Employees, AFL-CIO, Council 93, Local 1358 ("Union") are parties to a collective bargaining agreement regarding School Food Service Employees ("CBA"); and

WHEREAS, the Committee and the Union wish to amend their CBA to provide for a 12-month full-time Food Service Driver position;

NOW THEREFORE, the Committee and the Union, collectively referred to as the "Parties" agree to amend their CBA as follows:

1. Amend Article IV, Section 1 paragraph "(b)" by relabeling it as "(b.1)" and by adding the following new paragraph (b.2) immediately after (b.1):
(b.2) This paragraph (b.2) shall only apply to the 12-month full-time Food Service Driver position and paragraph (b.1) above shall not apply to the 12-month full-time Food Service Driver position. The employee in the 12-month full-time Food Service Driver position must work for six months before accruing any personal illness time; after six months of employment, such employee will earn the appropriate personal illness time back to the initial date of employment, at which time such employee may be granted eleven (11) days allowance a year, cumulative without limit, without loss of salary.
2. Amend the first sentence in Article IV, Section 4: Administrative Leave as follows (new language underlined):
Employees hired prior to 9/1/87 and employee in the 12-month full-time Food Service Driver position may be granted a maximum of five (5) Administrative Leave Days per year, non-cumulative.
3. Amend Article IV, by adding the following new Section 6 to Article IV LEAVE:
Section 6: Vacation Leave for 12-Month Full-Time Food Service Driver Position
This Section only applies to the 12-month full-time Food Service Driver position. Upon the 6-month anniversary of employment the 12-month full-time Food Service Driver shall be credited with 5 days of vacation and shall start accruing vacation at the rate of 0.833 days per month worked starting in the 7th month for a total of ten (10) days of vacation per fiscal year (July 1 to the following June 30).

Agreed to by the Parties on the date(s) indicated below:

For the Brookline School Committee

David A. Pearlman Date: 4/25/24
David Pearlman, Chair

For American Federation of State, County and Municipal Employees, AFL-CIO, Council 93,
Local 1358

Mona Saltalamacchia, President