

MEMORANDUM

To: Town of Brookline
From: Jen Carlson, Leftfield, LLC
Date: May 10, 2022
Re: Synthetic Turf Field
Cc: Jim Rogers, Lynn Stapleton, Adam Keane, Leftfield, LLC

Process:

The Driscoll Park and Playground Design Review Committee was appointed on February 11, 2020 by the School Committee Capital Subcommittee. The committee was made up of 7 members – 2 School Committee members, 2 Parks and Recreation Commission members, and 3 members of the community. Two additional community liaisons were invited to participate as a non-voting members.

Driscoll Park and Playground Design Review Committee (DRC) Members:

Susan Wolf Ditkoff - DRC Co-Chair, SBAC Co-Chair, School Committee
Nancy O'Connor – DRC Co-Chair, SBAC Member, Parks and Recreation Commission
Helen Charlupski – DRC Voting Member, School Committee
Clara Batchelor – DRC Voting Member, Parks and Recreation Commission
Derek Hatchett – DRC Voting Member, Community Representative
Sam Ditzion – DRC Voting Member, Residential and Business Abutter Representative
Victor Kusmin – DRC Voting Member, SBAC Member, Driscoll School Garden Program Leader
Lakia Rutherford – DRC Non-Voting Member, METCO Liaison
Linda Monach - DRC Non-Voting Member, SEPAC Liaison

The Parks and Open Spaces Division mailed out hard copy notices (attached) to residences within 300 feet of the Driscoll School (map attached). The meeting was posted in accordance with Open Meeting Law and notice was also placed in the Brookline Tab ahead of each meeting. Posted agendas, relevant meeting minutes and presentations are attached.

During the design process, the following meetings took place:

January 29, 2020 - Meeting #1 – Gathering Input from the Community
March 2, 2020 – Meeting #2 – Discussion of Alternatives
April 13, 2020 – Meeting #3 – Development of Design with Associated Costs
June 8, 2020 – Meeting #4 – Preferred Design with Budget

More recently, the following meetings covered the topic of Synthetic Turf:

November 5, 2021 - School Building Advisory Committee Meeting (SBAC)

May 6, 2022 - School Building Advisory Committee Meeting (SBAC)

Recordings for both meetings can be found here: <https://www.brookline.k12.ma.us/Page/2356>, agendas for both meetings and minutes from the November 5, 2021 meeting have been attached (May 6, 2022 minutes have not yet been approved).

During several stages in the design process when value management was necessary to bring the project back within budget, the synthetic turf field was an item presented to and considered by the SBAC, but ultimately was something the SBAC decided was not worth taking out of the project due to the School and surrounding community's desire for a field that could be used more frequently than a grass field.

Ultimately, the Driscoll Park and Playground Design Review Committee agreed with the Town's recommendation to proceed with the Town field standard, Synthetic Turf with coconut husk infill, in order to provide a play surface that can be used in all weather. The existing Driscoll field condition was a natural grass field that has deteriorated to an unsafe condition and was unusable during and after weather events. Because the field is such a large component of the site, and because it gets such heavy use, it was important to the DRC and SBAC that it be accessible for play all the time.

Due to recent concerns raised by the community about the presence of PFAS in Synthetic Turf material, Shaw Turf, the manufacturer of the specified turf product on the project, has provided the material breakdown for the product as well as test results from an independent, third-party lab showing that the product does not contain PFAS chemicals currently listed as part of California's Proposition 65 regulations. Those documents are attached.

Timeline:

The project needs a final decision made to either proceed with turf or change to a natural grass sod field by December 1, 2022.

This allows for 6 weeks of time needed for redesign and to submit new site drainage calculations to the Town for approval, and 4 weeks of pricing/procurement by the Construction Manager after design is complete. The Construction Manager needs to have a completed and fully Town-approved new design submitted to them, priced and then approved by the Town via Change Order by February 2023.

The new Driscoll School is currently scheduled to open September 1, 2023. After the new school is operational, the existing Driscoll School building will be demolished and construction on the new park and playground will begin.

The Synthetic Turf field is currently scheduled to be installed by the end of June 2024. There is no set time for Synthetic Turf and the field can be used as soon as access to the field is possible.

Switching to a Natural Grass Sod field would result in a delay in using the field. The sod would still be installed on the same timeline, but the sod would need approximately 10 weeks to set once installed according to Brookline DPW, meaning the turf field would be unusable until September 2024 (depending on the installation date). Often times, it is necessary to stay off sod fields for at least one season to ensure the sod takes.

Cost:

New Driscoll Field Analysis		
Material, Labor and Markup Cost		
20,100 SF of Field	Synthetic Turf	Natural Grass Sod
Materials & Labor	\$ 228,778.00	\$ 170,000.00*
Cost to Break Contract	N/A	\$ 45,755.60
Est. Fence Cost	N/A	\$ 95,000.00*
Surrounding Concrete Curb Cost	\$ 102,000.00	N/A
Redesign Cost	N/A	\$ 20,000.00
Schedule Impact Cost	N/A	\$ 10,000.00
Total Cost	\$ 330,778.00	\$ 340,755.60
Delta	Increase of APPROXIMATELY \$10,000 to switch to Natural Grass	

**Price includes 15% CM Change Order markup as stipulated in the contract between Town and CM as well as 5% for escalation to account for possible price increase until decision to change to sod is made*

The current design for a Synthetic Turf field is \$330,778. This price includes the cost of labor, materials for the field, and a concrete curb surrounding the field.

A rough estimate of the cost of a Natural Grass Sod field is \$340,755. This price includes the cost of natural grass sod, irrigation, and athletic loam as estimated using a recent similar project. Because access would need to be restricted due to weather events, a perimeter chain link fence would be added. It was assumed the chain link fence would be 4 feet tall and black polymer coated to match the other fencing on site, if this description changes in the final design, the cost could fluctuate significantly, this price does not currently include gates. The surrounding concrete curb would no longer be necessary and would be deleted. It also includes a cost to break the existing contract with the Synthetic Turf vendor.

This estimated price to change to sod includes \$20,000 to pay for the redesign process which includes an approval process with the Town to approve new site drainage calculations. The price also includes \$10,000 to account for the extended schedule, a price that may fluctuate depending on what will be required of the team during the resting timeframe required for sod.

This change would be a Change Order to the project and would therefore be subject to the 15% Change Order mark ups as stipulated in the contract between the Town of Brookline and Gilbane Building Company (the Construction Manager for the project). Mark ups have been included in the estimate above as well as an additional 5% for escalation if the Town makes the decision closer to the December 1, 2022 decision deadline.

It is important to note that the cost to switch from Synthetic Turf to Natural Grass Sod is only an estimate and the price could change once the decision is made to make the change. The above cost is not based on an actual design and there may be other components necessary once the civil engineer and landscape architect have developed the new design.

The cost of the Synthetic Turf is a fixed cost that is currently under contract – that cost will not change if the design remains the same.

New Driscoll Field Analysis		
Maintenance Cost Considerations		
20,100 SF of Field	Synthetic Turf	Natural Grass Sod
Available on	June-24	September-24
Usage Shutdowns	No	Yes
Est Days shutdown	Rare Repairs	15-20%
Fence Needed	No	Yes
Annual Maint	\$ 18,100.00	\$ 26,500.00
10 Yr Maint Cost	\$ 181,000.00	\$ 265,000.00

From Brookline Commissioner of Public Works, Erin Gallentine:

The maintenance cost is simply the Town's anticipated maintenance schedule with updated staff, contractor, and supply costs. We developed that for a year using each scenario and 20,100 square feet and then multiplied that by 10 for the 10-year maintenance costs. In the 10-year scenario we did not include costs for replacement. The synthetic turf field carpet should be replaced approximately every 10-years, the natural grass field will need to be rehabilitated every 3-4 years and the sod field will need to be resodded at least 3 times in that time period. Each of these comes with different costs and downtime.

Inflation was not added to these costs and will be variable from year to year. It should generally be assumed that the number will need to be adjusted for any maintenance/service/replacement for inflation.

I caution the use of sod which is great for an "instant" result and nice, lush even surface (at the beginning). When sod gets compacted, dead and matted we can no longer aerate, seed etc... or apply any standard field maintenance practices. The sod needs to be cut out, the soil beneath typically amended and graded and then new sod applied...across the entire field. It would not be unusual to sod the field 3x in that 10-year period for a value around 100K (total). Also, some people will say that sod can be placed and then played on, but it is our experience that it needs time to knit together. We think that 6 weeks is minimum and 10-weeks is preferred for time for the roots to grow and establish some depth prior to allowing play. The worst thing is to have large panels of sod lifting up. Below is feedback from the Parks and Open Space Operations Manager, Michael Bartlett.

"The advantage to choosing sod is the quick turnaround from installation to usage versus a seeded field. Unfortunately, from a maintenance perspective, that's the only advantage. In a heavy usage environment like school grounds the sod will require constant maintenance in an effort to extend its sustainability. An aggressive turf management program, including frequent field closures will be required. Eventually, as was learned in a little over a year at Runkle, sod will be unable to withstand the daily activity and will decline. This will require the surface being removed and the field loamed and seeded (8-10 month closure). The other option would be the surface being replaced with new sod (8-10 week closure). Constant sod replacement would be a significant cost that should be included in any discussion on long term maintenance costs of the various proposed surfaces."

Attachments:

Driscoll Abutters Map

Driscoll Park and Playground Design Review Committee Meeting Notice Mailing

January 29, 2020 Driscoll Park and Playground Design Review Committee Meeting Posted Agenda

January 29, 2020 Driscoll Park and Playground Design Review Committee Meeting Minutes

January 29, 2020 Driscoll Park and Playground Design Review Committee Meeting Presentation

March 2, 2020 Driscoll Park and Playground Design Review Committee Meeting Posted Agenda

March 2, 2020 Driscoll Park and Playground Design Review Committee Meeting Presentation

April 13, 2020 Driscoll Park and Playground Design Review Committee Meeting Posted Agenda

April 13, 2020 Driscoll Park and Playground Design Review Committee Meeting Presentation

June 8, 2020 Driscoll Park and Playground Design Review Community Forum Posted Agenda

June 8, 2020 Driscoll Park and Playground Design Review Community Forum Presentation

Shaw Turf – Synthetic Turf Product Information PFAS Testing Results

Shaw Turf Product Quote

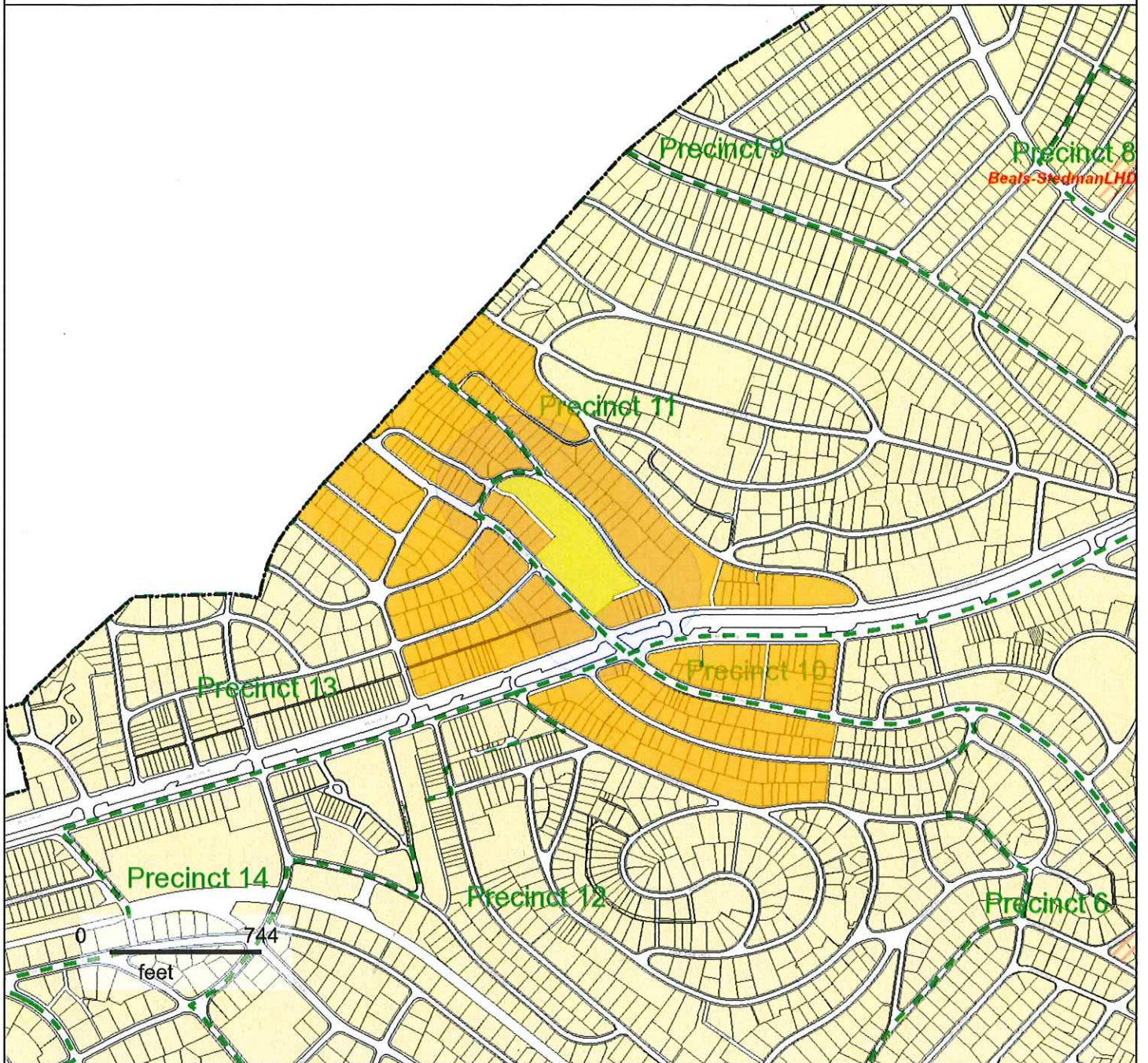
Shaw Turf Contract with Gilbane Building Company

November 5, 2021 Driscoll School Building Advisory Committee Meeting Agenda

November 5, 2021 Driscoll School Building Advisory Committee Meeting Minutes

May 6, 2022 Driscoll School Building Advisory Committee Meeting Agenda

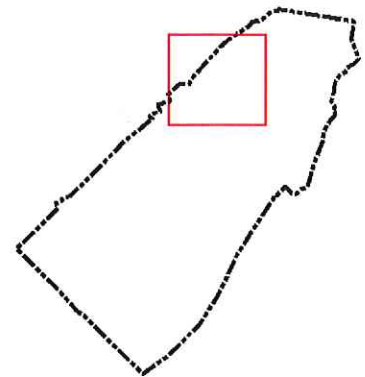
Town of Brookline



Property ID 092 1800
Address 50 WESTBOURNE
Owner TOWN OF BROOKLINE,



Disclaimer: The information shown on this map is from the Brookline Geographic Information System (GIS) Database. The Town of Brookline makes no claims, no representations, and no warranties, express or implied, concerning the validity (express or implied), the reliability, or the accuracy of the GIS data and GIS data products furnished by the Town, including the implied validity of any uses of such data. This application is intended for reference only. For certified parcel information please contact the Town of Brookline Assessors Office.





TOWN OF BROOKLINE

Massachusetts

DRISCOLL SCHOOL BUILDING ADVISORY COMMITTEE

Meeting Notice

School Committee/Park and Recreation Commission

Collaborative Design Review Process

Driscoll School Playground

Design Review Meeting # 1

Kick-Off Meeting

Wednesday, January 29, 2020

7:00 PM-9:00 PM

Agenda:

- Goals & Priorities
- Design Review Process
- Project Scope & Schedule
- Coordination with Building Construction
- School Playground Design Considerations
- Input regarding School/Town Programming & Community Use
- Next Steps

Location: Driscoll School Theater
64 Westbourne Terrace, Brookline, MA

Information: For additional information, please contact Tony Guigli at tguigli@brooklinema.gov

The Town of Brookline does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities. Individuals, whom are in need of auxiliary aids for effective communication in Town programs and services, may make their needs known to Lloyd Gellineau at (617) 730-2327; lgellineau@brooklinema.gov. Those who need effective communication services should dial 711 and ask the operator to dial the relevant Town Department.



TOWN OF BROOKLINE

Massachusetts

DRISCOLL SCHOOL BUILDING ADVISORY COMMITTEE
DRISCOLL SCHOOL PLAYGROUND DESIGN REVIEW PROCESS

DESIGN REVIEW COMMITTEE

We welcome you to join us in a creative and productive conversation about how best to improve **Driscoll School Playground**. If you are interested in serving on the Design Review Committee (DRC), please write a letter that includes:

1. Name, address and email
2. Why you are interested in serving on the DRC. This may include a particular use, experience or perspective of the school playground that may provide unique and beneficial insight to the design process.
3. Any particular skills that you have that would be beneficial to the design process

The letter can be sent via email to egallentine@brooklinema.gov or via the post office. Please address the letter as follows:

School Committee
c/o Erin Gallentine, Park and Open Space Director
4th Floor
333 Washington Street
Brookline, MA 02445



TOWN OF BROOKLINE

Massachusetts

DRISCOLL SCHOOL BUILDING ADVISORY COMMITTEE

DRISCOLL SCHOOL PLAYGROUND DESIGN REVIEW MEETING #1

WEDNESDAY, JANUARY 29, 2020

7:00 pm – 9:00 pm

DRISCOLL SCHOOL LIBRARY

AGENDA

- 7:00 PM** **WELCOME/CALL MEETING TO ORDER (SUSAN WOLF DITKOFF/NANCY O'CONNOR)**
INTRODUCTIONS
- 7:05 PM** **BACKGROUND (ERIN GALLENTINE)**
-GOALS AND PRIORITIES
-DESIGN REVIEW PROCESS
-DESIGN CONSIDERATIONS
- 7:15 PM** **PROJECT TIMELINE (LEFT FIELD PROJECT MANAGEMENT)**
-SCHEDULE
- 7:20 PM** **DESIGN TEAM SITE ANALYSIS (JLA/HALVORSON)**
-EXISTING CONDITIONS/PROGRAMMING
-PROPOSED BUILDING FOOTPRINT & OPEN SPACE
-PRELIMINARY TEST FIT CONCEPTS FOR DISCUSSION
- 7:40 PM** **OPEN DISCUSSION (SUSAN WOLF DITKOFF)**
PLAYGROUND PRIORITIES/OPPORTUNITIES
SCHOOL & COMMUNITY NEEDS
- 8:40 PM** **PROJECT PHASING (LEFT FIELD PROJECT MANAGEMENT)**
-TEMPORARY PLAY SPACE
- 8:50 PM** **OTHER BUSINESS (SUSAN WOLF DITKOFF)**
-NEXT STEPS
- 8:55 PM** **CONCLUSION (SUSAN WOLF DITKOFF)**
-NEXT STEPS
- 9:00 PM** **ADJOURNMENT**

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DRISCOLL ELEMENTARY SCHOOL – BROOKLINE, MA	MEETING MINUTES
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DRISCOLL SCHOOL PARK AND PLAYGROUND DESIGN REVIEW COMMITTEE – MEETING #1	January 29, 2020
Location:	Driscoll School Library 64 Westbourne Terrace, Brookline
Time:	7:00 PM

Name	Assoc.	Present
Erin Gallentine	Town of Brookline, Parks and Open Space Division Director	Y
Jessie Waisnor	Town of Brookline, Landscape Architect Parks and Open Space	Y
Nancy O'Connor	Town of Brookline, Vice Chair Park and Recreation Commission	Y
Susan Wolf Ditkoff	Town of Brookline, Co-Chair SBS, PSB	Y
Tony Guigli	Project Manager, Town of Brookline	Y
Matt Gillis	Director of Operations, PSB	Y
Jim Rogers	LeftField	Y
Jen Carlson	LeftField	Y
Philip Gray	JLA	Y
Bryan Jereb	Halvorson Design	Y
Helen Charlupski	Town of Brookline, School Committee	Y
Laura Kustt		Y
Boris Palchik		Y
Liz Donovan		Y
Kim Losccalzo		Y
Mila Levinson		Y
John Van Scoyoc		Y
David Krewinghaus		Y
Joe Ranft		Y
Dan Chandler		Y
Derek Hatchett		Y
Lynn Belkin		Y
Abbie Fennel		Y
Anne Reid		Y
Dan Deutsch		Y
Kyle Bushong		Y
Jennifer Kritz		Y
Sam Ditzion		Y

The meeting was called to order at 7:00PM by co-chair Susan Wolf Ditkoff.

Members of the public introduced themselves. A wide variety of community members were present. The crowd included parents who have students at Driscoll, people who do not have students at Driscoll, but live in the neighborhood, community members that use the existing open space at Driscoll, Driscoll teachers and staff, members of the School Building Advisory Committee, members of the School Committee, as well as members of the School and Building Departments.

The agenda for the meeting was reviewed.

Ms. Wolf Ditkoff provided background on the project explaining that on December 10, 2019 Town side vote approved the appropriation of \$115.3M to build the new Driscoll School. Included in the appropriation are funds to create a new Driscoll Park and Playground once the new school is built and the existing school is removed.

Erin Gallentine, Director of Parks and Open Space explained that her department manages, maintains, designs, and develops all open spaces in Town. This project is part of the new school project, so Ms. Gallentine's team is working with the School Committee and the neighborhood using an iterative design process typically used by the Parks and Open Spaces team.

Goals and Priorities –

Ms. Gallentine outlined the goals and priorities of this project, noting that safety and accessibility are the number one priority. The committee will consider how people will move fairly and equitably through the entire site.

The project's goals and priorities include:

- Addressing issues of Universal Accessibility, including treatment of the park's perimeter and entries;
- Redesign for new playground to include play equipment for all ages and abilities and resilient safety surfacing;
- Upgrade the athletic field and support infrastructure;
- Assess the grading and drainage to direct runoff appropriately;
- Assess hardcourt play areas and uses;
- Optimize location of site furniture and destinations for seating and picnicking throughout the park;
- Assess plant health and develop planting plan.

Ms. Gallentine went on to explain that comments from community forums held last year have been heard and the project team is considering them throughout the design process.

Comments received previously include the improvement of safe access for pedestrians and bikes through the improvement of sidewalks and bike lanes. The Town's Transportation department has approved a series of improvements, such as an improved signage plan, new bike lanes, new school drop-off lanes, and ADA compliant sidewalks. These will improve access to both the school and the park.

Other comments captured previously is that the project is environmentally designed, ecologically friendly, and energy efficient. The team has indicated that the building will comply with the Town's Fossil Fuel Free guidelines.

The community has voiced concern about play space for students during construction. It was noted that there will be play space allocated throughout construction, and that when the Construction Manager is brought onto the team in March, they will be able to weigh in on the phasing and logistics of temporary play space. During the interview process, the Construction Management teams will be asked for their ideas on how to address this.

Design Review Process –

Ms. Gallentine explained the iterative design process that has been developed for the project. A seven member committee will be appointed by the School Committee. The committee will include two School Committee members, two Park and Recreation Commissioners, and three members of the public. The public was instructed to submit letters of interest to Ms. Gallentine, who will be collecting the letters and providing them to the School Committee who will review the letters and select the three members of the public to appoint to the committee.

Public meetings will be held to discuss alternative solutions for the park and playground which will be developed into the preferred concept plan for the space. A final presentation to the School Committee and School Building Advisory Committee will follow.

Project Timeline -

Jim Rogers of LeftField, the Owner's Project Management team, reviewed the project schedule. The project is currently in the Design Development (DD) phase. During this phase, input will be gathered from the seven-member design review committee and a concept plan will be recommended. Construction Documents (CDs) will be completed and released for bid in January 2021. Construction will start at the end of 2020, with the building complete by late 2022 and opening in early 2023. A Construction Management team will be coming on board the first week of March 2020 and will be able to provide input on the design regarding constructability, logistics, and pricing.

Once the new school is open in early 2023, demolition and abatement of the existing building will follow. After the building is completely demolished, the installation of the park and playgrounds will commence. It was noted that while the new fields will be complete in 2023, several areas of the site may require a yearlong resting period.

A member of the public asked whether starting construction in winter is typical. LeftField explained that while it is not an ideal time to start construction, it is common practice. Winter construction for this project will include installing the construction perimeter fencing, setting up the construction trailer, starting to rough grade the site and the relocation of utilities.

A member of the public asked if there is a budget range specifically allocated for the park and playground space. Philip Gray of Jonathan Levi Architects (JLA), the architects on the project, explained

that the Schematic Design (SD) budget was developed based on several test fits that were designed for the space. The three test fits will be reviewed, but Mr. Gray noted that they are only a placeholder for financial development, the seven-member design review committee will be helping to develop the preferred layout concept for the site.

Design Team Site Analysis –

Bryan Jereb of Halvorson Design, the landscape architects for the project, reviewed the existing site conditions and programming. He noted that the significant grade change from Westbourne Terrace down to the current playfields is approximately a 20' grade change. This grade change will need to be addressed in the new design.

Mr. Jereb explained that three individual playground spaces will be created, one for Pre-K through 1st grade, a second for 2nd grade through 5th grade, and the third for grades 5 through 8th. The playground areas will have resilient surfacing, which is a rubber surfacing with an impact rating that correlates to the fall height of each structure. Ms. Gallentine noted that this type of surfacing is best for accessibility and maintenance, and is the standard used throughout the Town. The material is solid, but porous and is virgin material, not made from recycled rubber.

A member of the public asked why there will be three separate playground spaces. Mr. Jereb explained that three playgrounds were a staff recommendation based on separating student play spaces by age. Play space for the youngest students is located directly adjacent to their classrooms.

Mr. Jereb explained that plantings onsite will be enhanced. During the design process, the team will consider how the plants onsite might be used as teaching tools, or incorporated into outdoor classroom space.

It was noted that the existing field becomes muddy and unusable with every weather event, disrupting the amount of time the field can be used. The new field will be synthetic material and will allow for faster drying, and will therefore be easier to maintain and usable more often. It was noted that there will be no high lights incorporated into the design.

The team noted again that the design has not been decided and that tonight is a meeting to listen to the community and gather ideas. JLA and Halvorson will take what is heard tonight and will see what can work in the new design. They will balance community needs with those of the school and develop various possibilities that will be presented and reviewed at future meetings.

Priorities from Driscoll Staff were reviewed:

- 3 Playgrounds:
 - o Grades Pre-K-1
 - o Grades 2-5
 - o Grades 5-8
- Soccer Field
- Basketball Court / Hardscape Play Space
- Ga-Ga Pit / Wall Ball Area
- Outdoor Classrooms and Gardens / Rain Garden

- Shaded Seating and Gathering Areas
- Splash Pad?
- Perimeter Path
- Drinking Fountain
- Equipment Storage

Mr. Jereb presented three test fit early concept drawings that show some of the many possibilities for the space.

A member of the public asked a question with regard to parking onsite. Ms. Wolf Ditkoff noted that tomorrow night, January 30th, at 8:15pm, the School Committee will be accepting comments on parking. The Transportation Board will make a decision at their February 24th meeting regarding parking. Currently, the test fit options show 25 spaces of surface parking in the “existing parking” location on the drawings.

Mr. Jereb provided an overview of the constraints and opportunities that need to be considered on the site, noting that these issues will influence the design:

- Grade change from Westbourne – will need retaining wall along Westbourne Terrace.
- Universal access from all sides of site
- PreK-K play area based on proximity to classrooms
- Playgrounds need to be close to school for proper supervision
- Synthetic Playfield needs to be located at center of site

Open Discussion -

A member of the public asked if there will be options without parking considered. The project team explained that there is no official direction on parking yet, the Transportation Board, School Committee and Design Subcommittee will all play roles in the design of parking on site, if there is any.

A member of the public asked how long the field is. Mr. Jereb noted that rough dimensions for the field are 150' x 240' - it will be a U-8 rated field. The space will not allow for a larger U-10 field. It was noted that the perimeter path is not finalized, more field width may be achievable.

A member of the public asked how the field compares to the Soule Field. The designers have not compared the field against the Soule Field.

A member of the public noted that the design should ensure that paths to the synthetic field do not turn to mud during weather events.

A member of the public expressed concerns about student health with regard to crumb rubber infill for synthetic fields. The design team clarified that the infill for the synthetic field will be a natural coconut infill product. Ms. Gallentine noted that the same coconut infill material has successfully been used at other locations in Town. The Town standard for fields is synthetic turf with coconut infill.

A member of the public asked if studies had been completed that show how people with coconut allergies are affected by the coconut infill in the field? Ms. Gallentine explained that the coconut husk infill is hypoallergenic.

A member of the Driscoll Staff noted that the existing outdoor classroom is successful and widely used. She added that the school hopes to expand the program in the future.

A member of the public noted that the existing tennis courts are used by the public on weekends and over the summer, adding that she hopes a tennis court is considered in the design going forward.

Another member of the public added that walking paths are another way to engage the community outside of school hours.

A Driscoll teacher asked what will be done to protect student health during construction since the students will be occupying the site during construction and the demolition and abatement of the existing school. She also noted that green space is especially important to the community and connections with nature should be encouraged throughout the site.

A member of the public asked if it would be possible to use what is now shown as surface parking for other site amenities? JLA noted that there is a right of way driving lane in that location that needs to be maintained and that while the area can be landscaped nicely, it really would be a small sliver of space that would be gained with the elimination of parking.

A member of the public noted that more usable green space was a major big selling point during the Town vote process and asked if surface parking would have an affect on the ratio of green space available onsite. JLA noted that the area currently shown for surface parking was originally a driveway into the parking garage, so the parking does not eat into the green space that was originally calculated.

Several members of the public noted that while amphitheaters always seem like a nice idea, they are underutilized space in reality. They encouraged the design team to consider how an amphitheater could be used for multiple activities to maximize utilization.

Another member of the public noted that amphitheaters can be dangerous if students use the seating as steps. They also noted that if there is a rock garden included in the design, it should not be located next to a play structure as that might encourage children to climb on the rocks.

A member of the public asked what a rain garden is and what benefits it may have for the site. Mr. Jereb explained that rain gardens are ways to make storm water infiltration systems engaging, educational and visually interesting through the use of plantings, boardwalks, rocks, etc. It was noted that the form Coolidge Corner School now the Ridley School has a rain garden.

Several members of the public commented that having shaded locations onsite is very important to the community. They added that shade can be achieved creatively through a combination of structures, sail shades, and mature trees to name a few ideas.

A member of the public noted the ability to maximize gardening opportunities through planting on the South-facing retaining wall at the North side of the site. Others added that gardens are a great learning opportunity.

A Driscoll staff member noted that the turf field in the middle looks vast, adding that varied gathering places all along the site would help break the site up while providing hang out spaces to a variety of students. They also added that while nooks and varied seating opportunities are important, so are sight lines for easy supervision.

A member of the public asked if a garden could be incorporated into the playground that kids could utilize. Victor Kusmin, a member of the School Building Advisory Committee and notable local gardener explained that while the educational benefits of a school garden in a public zone are plenty, gardens are better located where they can be passively enjoyed. Gardens located among play structures would likely suffer serious wear and tear and would therefore be harder to maintain.

A member of the public asked if roof top gardens or gardens inside the building could be considered. JLA noted that roof will be mostly covered in photovoltaic panels, adding that interior green space has not been discussed, but that the building is built with flexible future use in mind.

A member of the public noted that while it is nice to physically separate the Pre-K – 1 playground, it could be beneficial to visually connect this play space with that of the older children as there is value in younger children watching older children play. They also added that splash pads have been used in other locations around Brookline, and could be a nice addition to this park, if the budget allows.

A member of the public noted that future use and flexibility of the site over time should be considered in a same way that it is being considered in the building design. They added that fewer hard stops within the green space would make future changes to the site easier.

A comment was made that JLA and Halvorson add a North Arrow to future plans.

A member of the public asked what percentage of children use each amenity onsite? For instance, a comparison between how many children use the playground structures and how many utilize the playfields would be helpful to better understand what elements would benefit the most students. They went on to note that if older children play more on the fields than on play structures, there may be a potential to eliminate one playground from the design. A Driscoll staff member noted that the older students do use the play structures, but in a different way, which is why younger will be separated. They also noted a recent increase in popularity of hop scotch, adding that the GaGa pit is very popular currently as well.

Ms. Wolf Ditkof encouraged everyone to look at other parks around Town for design inspiration to inform further park and playground discussions. She indicated that at Corey Hill Park, for instance, the play equipment is very different than what is typically expected of a playground.

A member of the public noted that adding heated sidewalks would mitigate the use of salt during the winter.

A member of the public asked what the plan is for site features that are memorials. Ms. Erin Gallentine explained that some planted features would be removed carefully and brought to the nursery to store until they are able to be replanted, while others might need to be replanted in kind. The project team will work with the School Committee to inventory any other site features that are memorials as well and find locations if appropriate within the new design. This topic will be a more in depth discussion later in the project.

A member of the project noted an interest in potentially turning the site into an arboretum with each plant brought in from other places in the world for educational purposes. Ms. Gallentine added that another approach to onsite plantings might be to use native plantings that could be good for both education and maintenance.

A member of the public noted that the existing building has some interesting elements that could be reused within the landscape as a nod to the existing Driscoll School after it is gone.

Phasing –

LeftField explained the two major phases of the project. The first starts at the end of this year when construction of the new school starts. The first activities that will happen on site next winter will be the installation of the site fence, setup of the construction office trailers, rough grading across the site, and utility relocation.

The Construction Manager will be brought on board in March 2020, and they will have other ideas about more specific phasing and logistics throughout the course of the project. Currently, the presentation is only showing conceptual zones. The spaces shown as temporary play space during construction in these drawings are ideas only until the Construction Manager joins the team. After construction of the building is complete, the existing school will be abated and demolished and the team will begin to build out the park and playground.

A member of the public noted that since the current gym will remain until demolition, it might be a good place for temporary play space during construction.

Ms. Wolf Ditkoff noted that the slides from this presentation will be made available online.

Next steps –

Interested community members are encouraged to apply for the three community member spots on the Design Review Committee.

More information, and the ability to submit further comments can be found at the project's website: <https://www.brookline.k12.ma.us/Page/2353>, interested parties can also sign up for alerts on this website.

Next Tuesday, there is a meet and greet coffee hour with the PTO and SBAC at 8AM in the Driscoll School cafeteria. 7:30AM SBAC meetings are also held monthly for those interested. The meeting was adjourned at 9:00PM.

Driscoll Park and Playground Community Forum January 29, 2020



DRISCOLL PARK AND PLAYGROUND

HALVORSON
Tighe & Bond STUDIO



Jonathan Levi Architects

Welcome Everyone!



- Introduction —
Goals & Priorities,
Design Review Process
 - Existing Conditions and Site Analysis
 - Open Discussion
 - Summary and Conclusion
- DRISCOLL PARK AND PLAYGROUND



Town-Wide Vote

On December 10, 2019 Town wide vote approved the appropriation of \$115.3M to build the new Driscoll School. Included in the appropriation are funds to create a new Driscoll Park and Playground once the new school is built and the existing school is removed.



PROJECT GOALS AND PRIORITIES

- Address issues of Universal Accessibility, including treatment of the park's perimeter and entries;
- Redesign for new playground to include play equipment for all ages and abilities and resilient safety surfacing;
- Upgrade the athletic field and support infrastructure
- Assess the grading and drainage to direct runoff appropriately
- Assess hardcourt play areas and uses
- Optimize location of site furniture and destinations for seating and picnicking throughout the park
- Assess plant health and develop planting plan



Community Comments Received

Comment Received:

Improve safe access for pedestrians and bikes.
Improve sidewalks and bike lanes

Comment Status:

The Town's Transportation department has approved a series of improvements, such as an improved signage plan, new bike lanes, new school drop-off lanes, and ADA compliant sidewalks. These will improve access to both the school and the park

Environmentally designed,
Ecologically friendly,
Energy efficient

The building will comply with the Town's Fossil Fuel Free guidelines

Play Space during construction

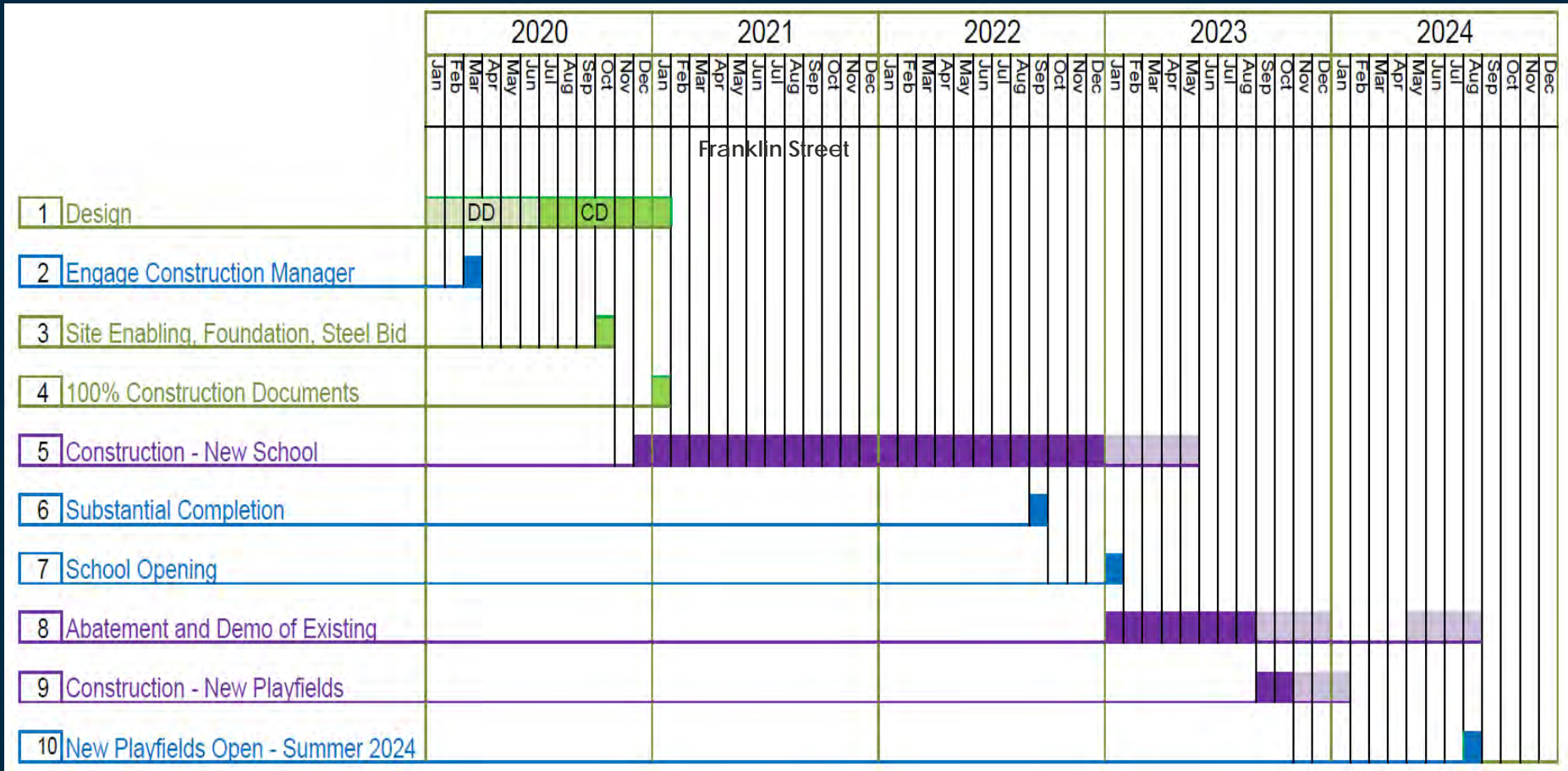
Play space to be provided during construction



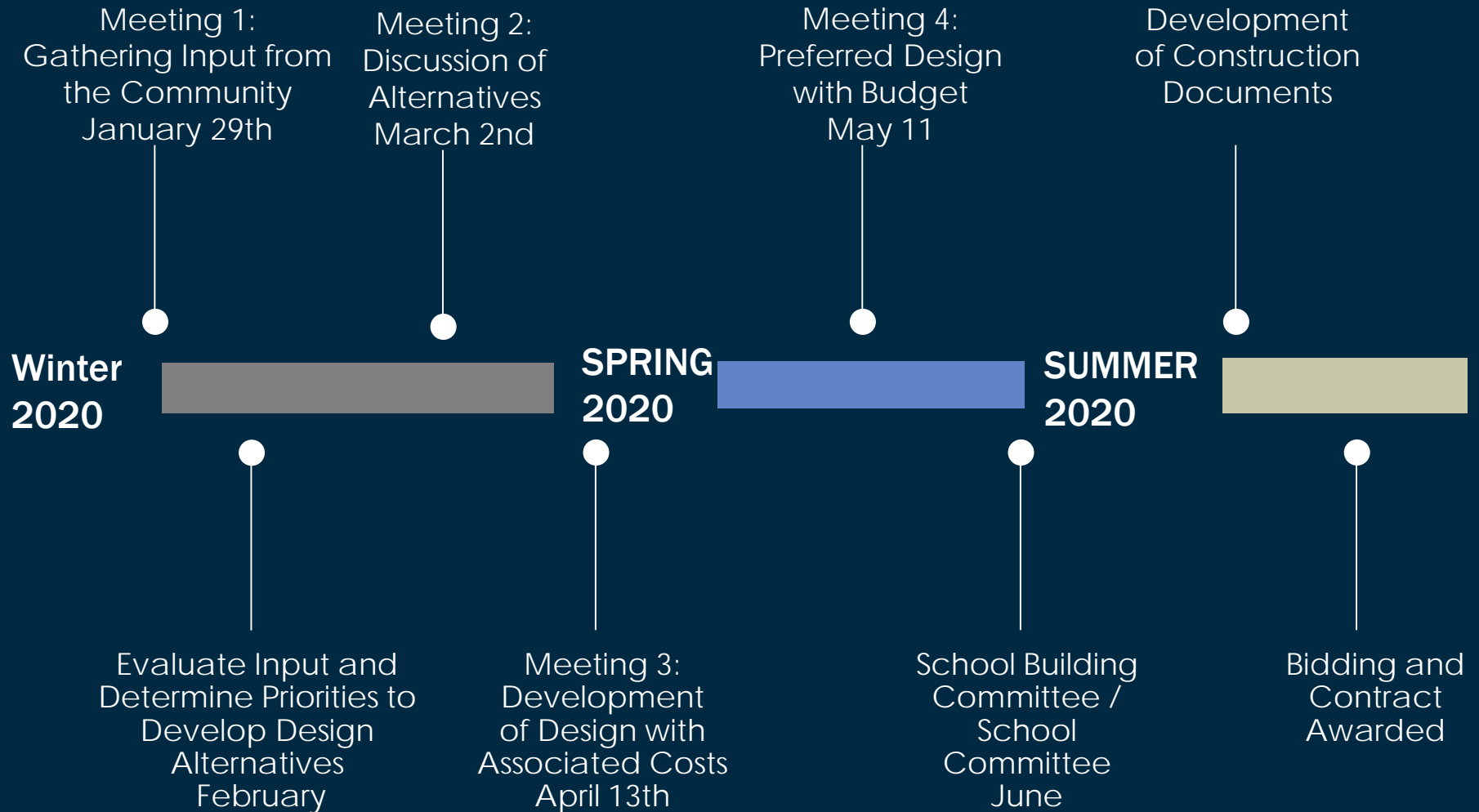
Design Review Process

- Establishment of a Design Review Committee
- 7 Members:
 - 2 School Committee Members
 - 2 Park and Recreation Commissioners
 - 3 Members of the Public
 - Letter of Interest to School Committee
- Public discussion of alternative solutions
- Develop preferred concept plan
- Final presentation to School Committee/School Building Advisory

Project Timeline



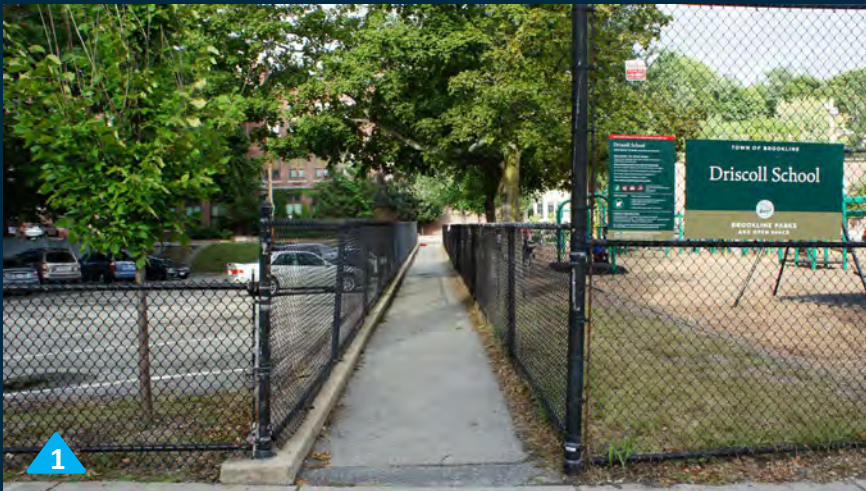
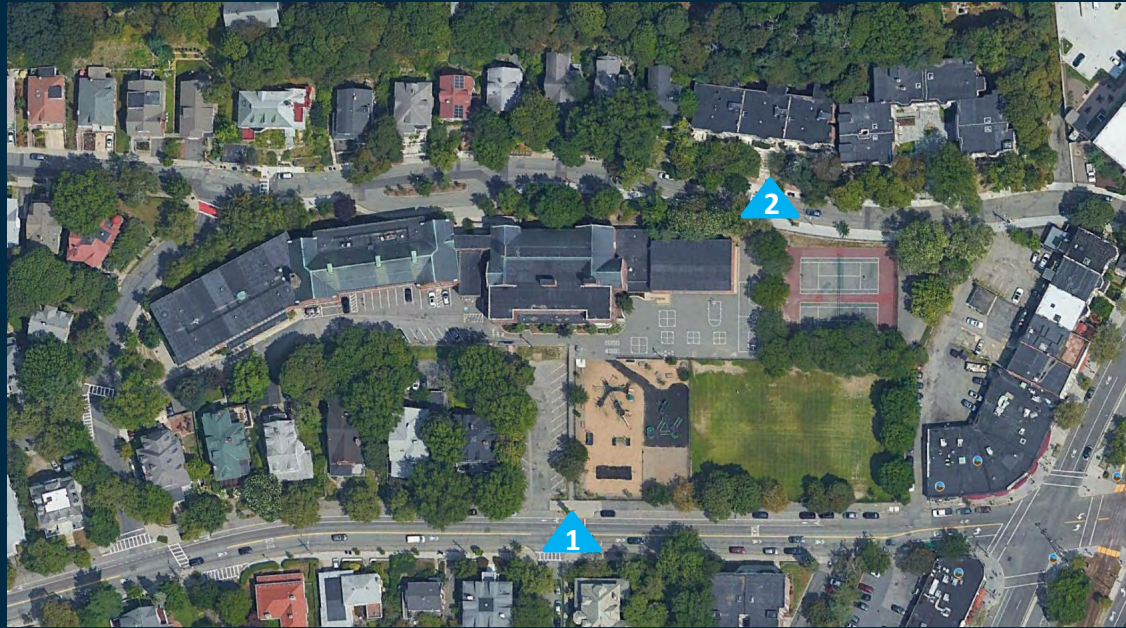
Landscape Design Timeline



Existing Aerial



PARK ENTRANCES

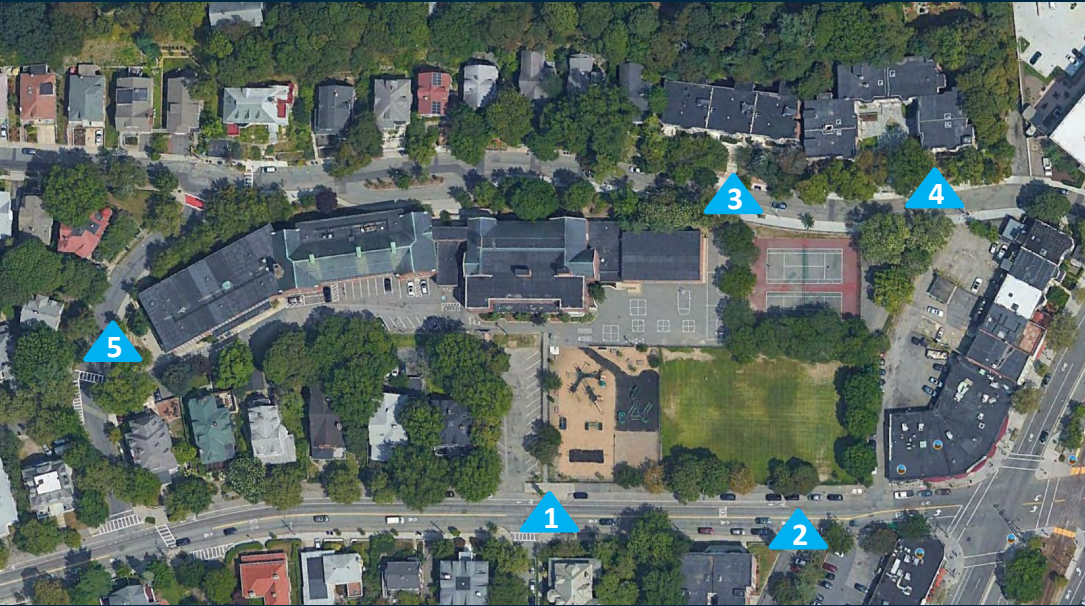


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PERIMETER



DRISCOLL PARK AND PLAYGROUND

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PLAY EQUIPMENT

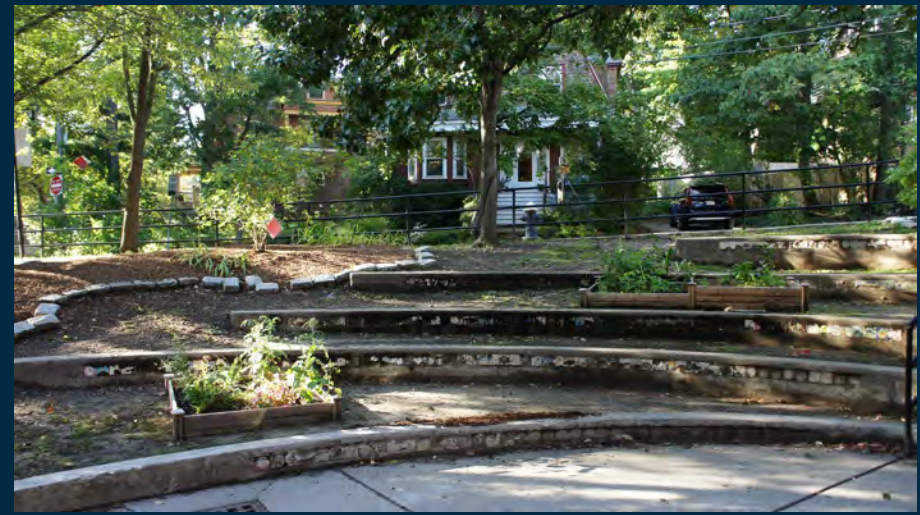


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LAWNS AND PLANTING



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ATHLETIC FIELD AND TENNIS COURT



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HARDCOURT PLAY AREA



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SITE FURNITURE



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DRISCOLL PARK AND PLAYGROUND



School Program Priorities

From Driscoll Staff

- 3 PLAYGROUNDS:
 - GRADES PRE-K – 1
 - GRADES 2-5
 - GRADES 5-8
- SOCCER FIELD
- BASKETBALL COURT / HARDSCAPE PLAY SPACE
- GA-GA PIT / WALL BALL AREA
- OUTDOOR CLASSROOMS AND GARDENS / RAIN GARDEN
- SHADED SEATING AND GATHERING AREA
- SPLASH PAD?
- PERIMETER PATH
- DRINKING FOUNTAIN
- EQUIPMENT STORAGE



Test Fit Concepts Option A



Test Fit Concepts Option B



Test Fit Concepts Option C



Phasing Diagram - Phase 1

Driscoll Pre-Preliminary Phasing Drawing
Pending CMR input

Phase 1 - New Building Construction



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Phasing Diagram - Phase 2

Driscoll Pre-Preliminary Phasing Drawing
Pending CMR input

Phase 2 - Existing Building Demo

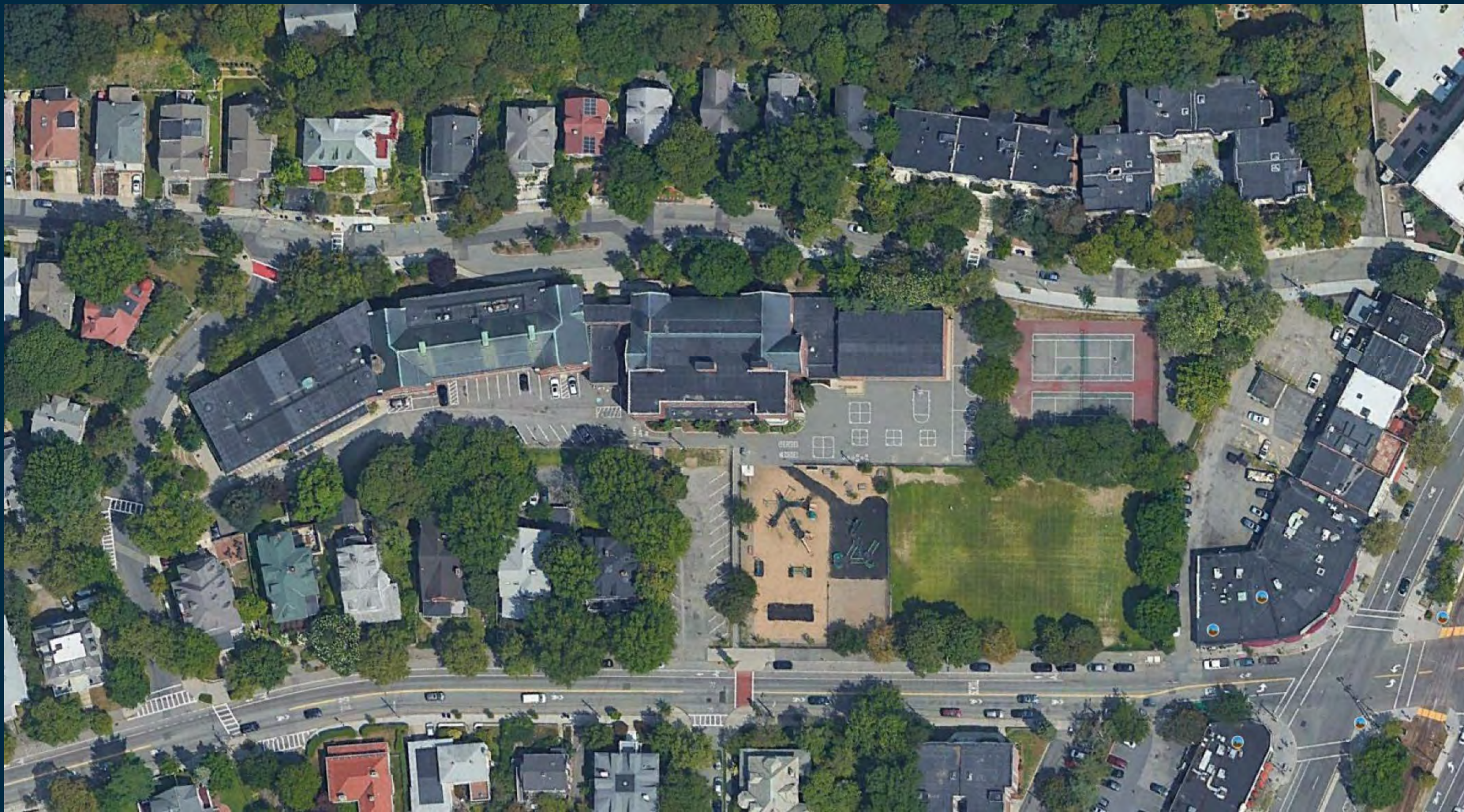


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DISCUSSION



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DRISCOLL PARK AND PLAYGROUND



The New Driscoll School

- STUDENTS INCREASE FROM 631 TO 800
- BECAUSE OF DENSITY IN SURROUNDING NEIGHBORHOOD, SCHOOL ASSIGNMENT ZONE WILL NOT INCREASE SIGNIFICANTLY
- ALL K-8 STUDENTS WILL CONTINUE TO LIVE WITHIN WALKING DISTANCE
- THE VAST MAJORITY OF STUDENTS WILL CONTINUE TO GET TO SCHOOL BY WALKING

NECESSARY TO IMPROVE WALKABILITY AND
BIKE-ABILITY AND TO INCREASE SAFETY FOR PEDESTRIANS
AND CYCLISTS



Improving Safety for Walkers

- Widen and upgrade sidewalks on Westbourne (both sides), and Washington (north side)
- Improve crosswalks at: Salisbury Road, Westbourne, Beacon, and at service delivery right of way
- Improve signage on Westbourne, Beacon, Bartlett, and Washington including “Your Speed Is” electronic warning signs, and a rectangular rapid flash beacon on Washington
- Organize vehicle traffic so cars, deliveries, and buses/vans have separate and distinct drop off areas with sufficient space that does not interfere with pedestrians
- Add stops signs on Bartlett Crescent (both ends), school driveway, service delivery right of way



Improving Safety for Walkers



Encouraging Biking and Improving Safety for Cyclist

All of the improvements for walkers PLUS

Covered bike racks at both entrances (*will confirm how many during Design Development*)

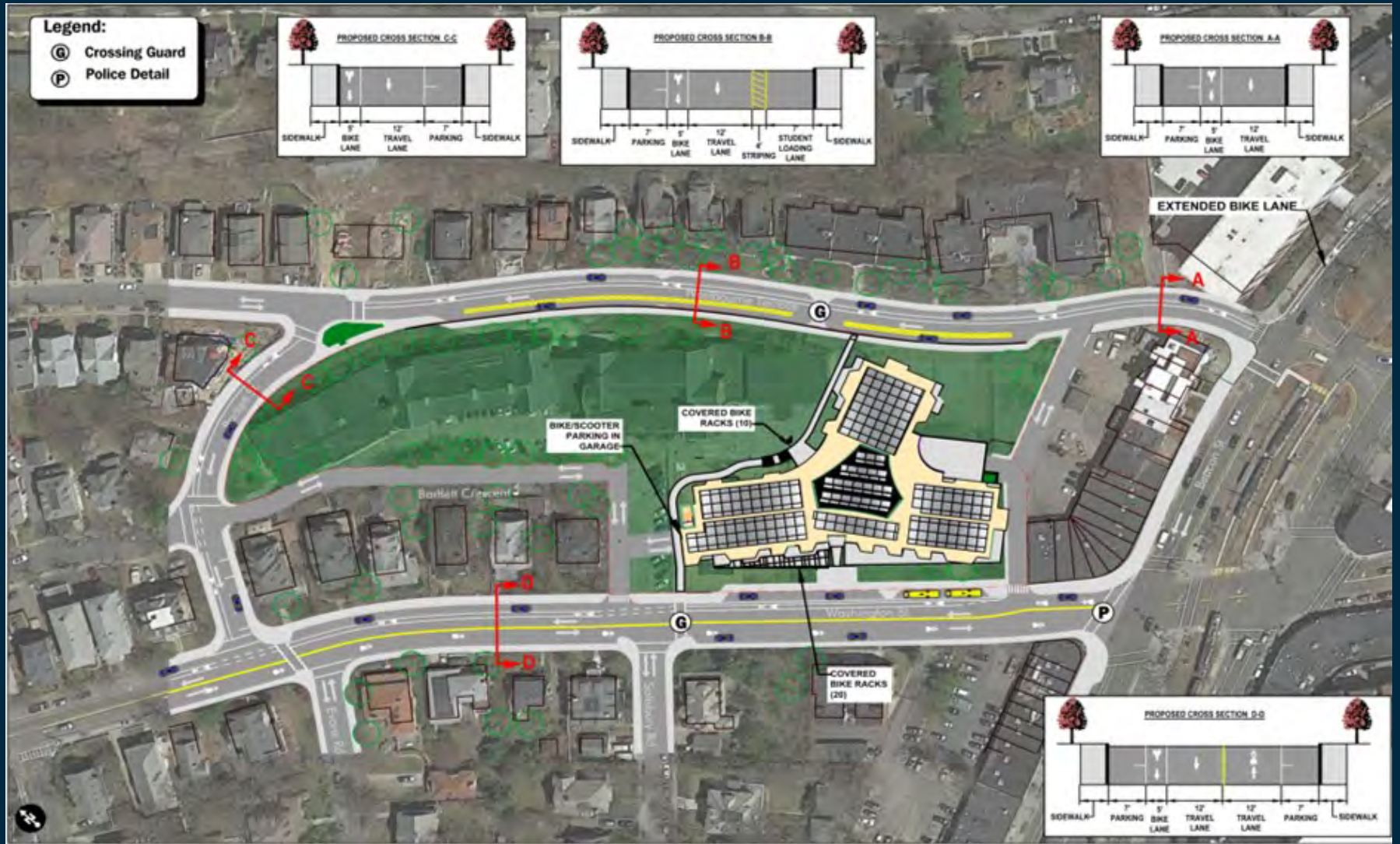
Two staff showers

Designated bike lanes



Improving Safety for Cyclists

Westbound bike lanes on Westbourne and Washington



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DRISCOLL PARK AND PLAYGROUND



Improving Vehicle Safety

- Separate, designated areas for car drop off (Westbourne), bus drop off (Washington) and deliveries (Service Road Right of Way)
- Designated staff stationed at drop off areas to support safety for those exiting cars and pedestrians
- Staff will help enforce these guidelines
- Westbourne widened to have a full parking lane that will be used for drop off and pick up. Includes 4' lined safety buffer separating cars dropping off/picking up students from travel lane
- Washington St widened to provide bus, van, and handicapped parking that is separate from the westbound travel lane

Improving Vehicle Safety



DRISCOLL PARK AND PLAYGROUND

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TOWN OF BROOKLINE

Massachusetts

DRISCOLL SCHOOL BUILDING ADVISORY COMMITTEE

Meeting Notice

School Committee/Park and Recreation Commission Collaborative Design Review Process

Driscoll School Playground

Design Review Meetings

Meeting #2 Monday, March 2, 2020 7:00 PM-9:00 PM

Meeting #3 Monday, April 13, 2020 7:00 PM-9:00 PM

Meeting #4 Monday, May 11, 2020 7:00 PM-9:00 PM

Agenda:

- Goals & Priorities**
- Project Scope & Schedule**
- Coordination with Building Construction**
- Budget Considerations**
- Input regarding School/Town Programming & Community Use**
- School Playground Design Considerations**
- Design recommendation and vote on May 11th**

Location: Driscoll School Library
64 Westbourne Terrace, Brookline, MA

Information: For additional information, please contact Tony Guigli
(tguigli@brooklinema.gov) or 617-730-2044. Project information is
also available at <https://www.brookline.k12.ma.us/Page/2353>

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Driscoll Park and Playground Community Forum March 2, 2020



DRISCOLL PARK AND PLAYGROUND



Jonathan Levi Architects

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Welcome Everyone!



Recap of Meeting #1 + Project Scope and Schedule

Part 1: Overall Site Concepts
(Followed by open discussion)

Part 2: Playground Equipment
(Followed by open discussion)

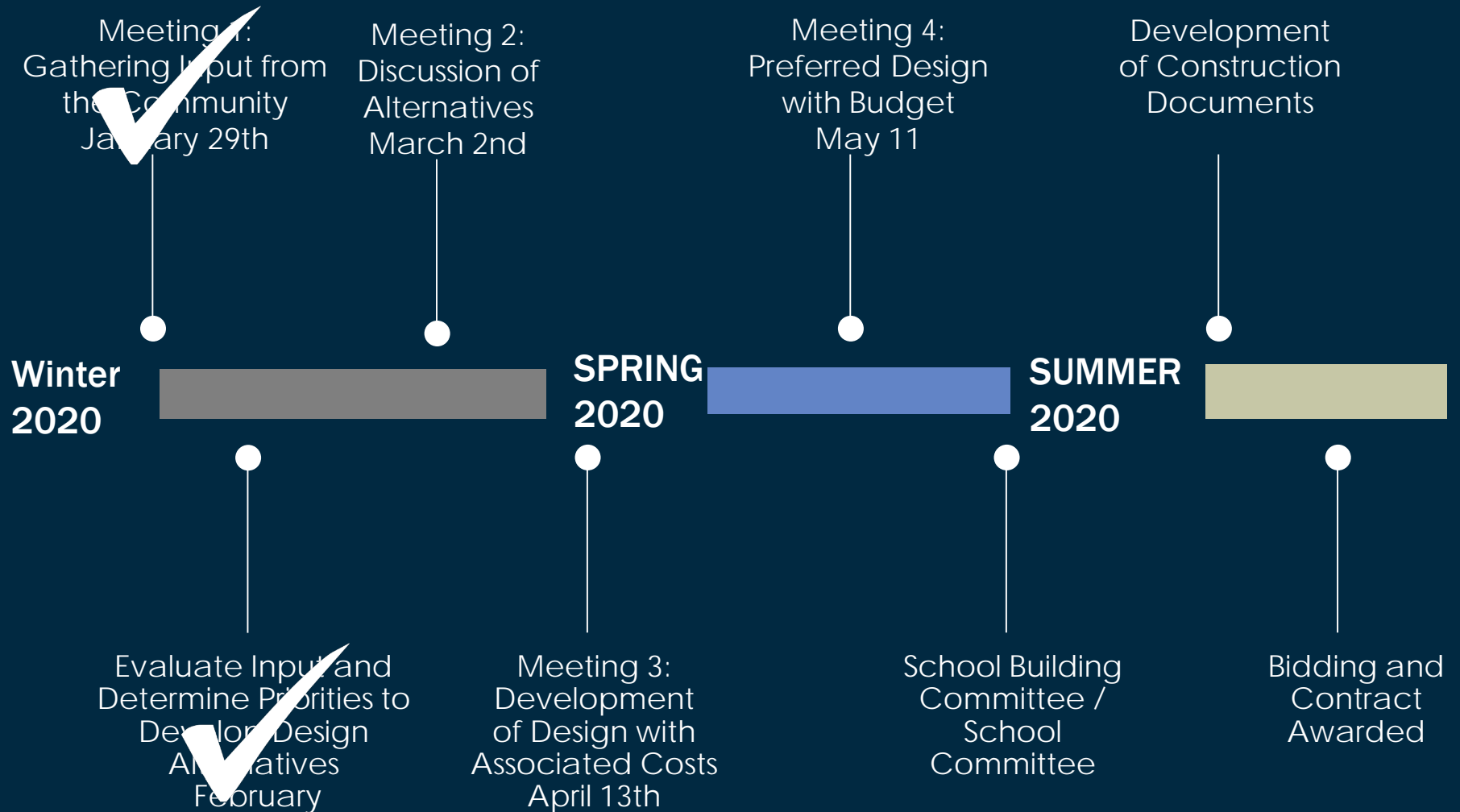


Project Goals and Priorities

- Address issues of Universal Accessibility, including treatment of the park's perimeter and entries;
- Redesign for new playground to include play equipment for all ages and abilities and resilient safety surfacing;
- Upgrade the athletic field and support infrastructure
- Assess the grading and drainage to direct runoff appropriately
- Assess hardcourt play areas and uses
- Optimize location of site furniture and destinations for seating and picnicking throughout the park
- Assess plant health and develop planting plan



Landscape Design Timeline



Recap of January 29th Meeting



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Opportunities and Constraints



Park Entrances



Edge Conditions

Play Equipment

Lawns and Planting

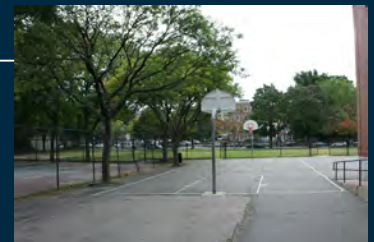
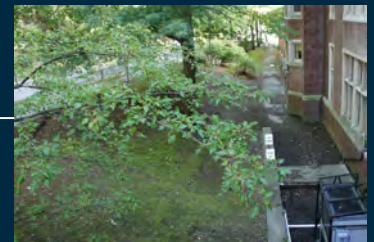


Athletic Field

Hardcourt Play Area



Site Furniture



School Program Priorities

From Driscoll Staff

- 3 playgrounds:
 - Grades pre-k – 1
 - Grades 2-5
 - Grades 5-8
- Soccer field
- Basketball court / hardscape play space
- Ga-ga pit / wall ball area
- Outdoor classrooms and gardens / rain garden
- Shaded seating and gathering area
- Splash pad?
- Perimeter path
- Drinking fountain
- Equipment storage



Preliminary Design Alternatives



Community Comments Received

GENERAL

- Provide sufficient play areas during construction
- Building Demolition MUST be done safely
- Provide shade trees throughout
- Design play areas and select plantings for educational opportunities
- Maintain sight lines throughout site
- Provide varied types of gathering and seating opportunities
- Utilize native plantings

PLAY FIELDS

- Synthetic turf preferred for more use
- Coconut fiber infill, not rubber
- No grass between synthetic turf and School – turns to mud

PLAYGROUNDS/HARD COURT AREAS

- Include: Hopscotch, GaGa pit & basketball court
- Should 3 play areas be merged?
- Planted areas within hardscape for spatial definition and shade

OTHER PROGRAM SUGGESTIONS

- Outdoor Classroom space
- Garden program
- Splash Pad or connection to water
- Bird Sanctuary
- Rain Garden
- Walking Paths
- Some desired tennis courts while others felt they were underutilized
- Amphitheaters: Safety & utilization?
- Program for existing memorials



Park / Playground / Rain Garden



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Outdoor Classroom / Garden



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Scheme A1



Scheme A2



Scheme B



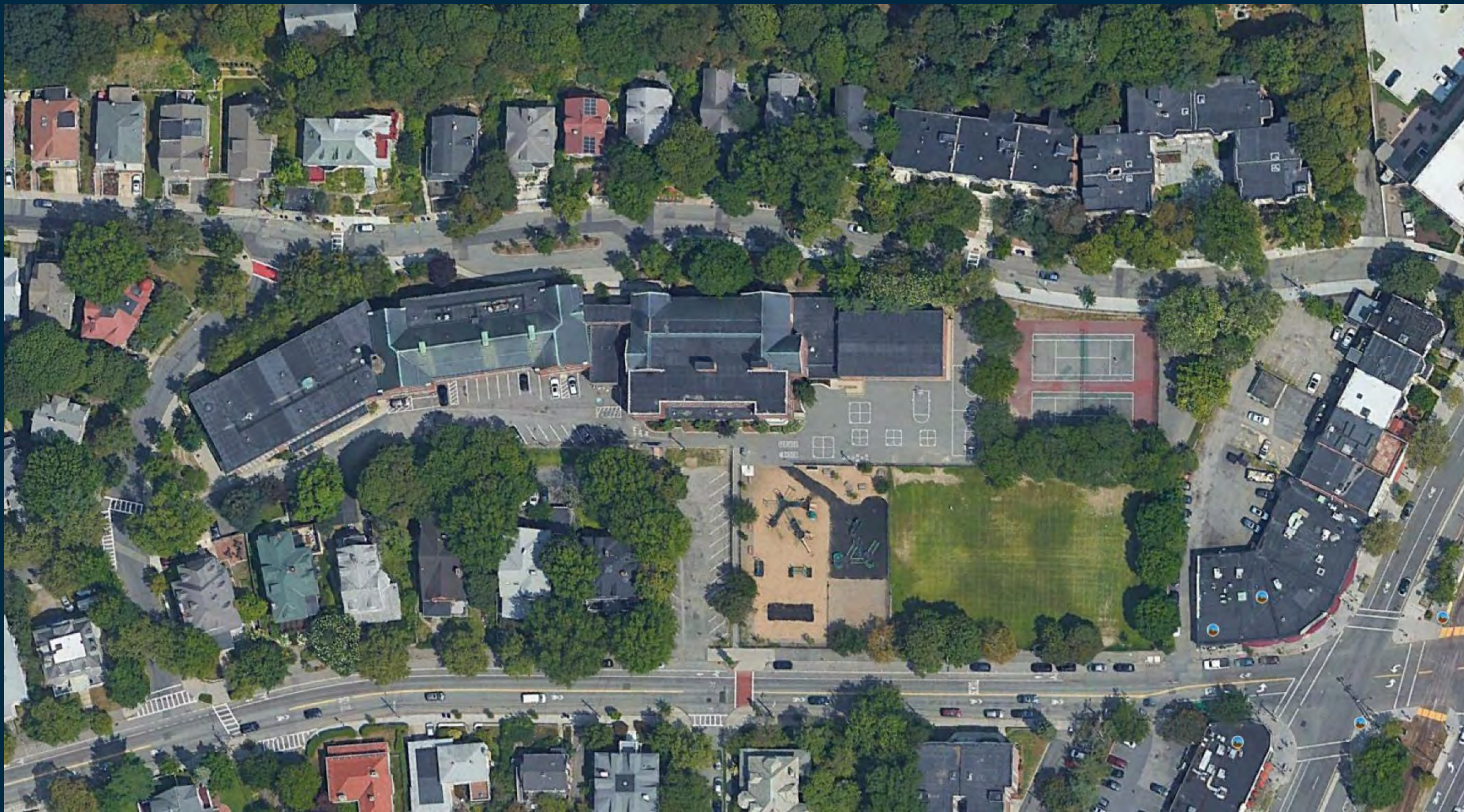
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DISCUSSION



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Thank you for coming!



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TOWN OF BROOKLINE
Massachusetts
DRISCOLL SCHOOL BUILDING ADVISORY COMMITTEE

Meeting Notice
School Committee/Park and Recreation Commission
Collaborative Design Review Process

Driscoll School Playground
Design Review Meetings

Meeting #3 Monday, April 13, 2020 7:00 PM-9:00 PM

Meeting #4 Monday, May 11, 2020 7:00 PM-9:00 PM

Agenda: Goals & Priorities
Project Scope & Schedule
Coordination with Building Construction
Budget Considerations
Input regarding School/Town Programming & Community Use
School Playground Design Considerations
Design recommendation and vote on May 11th

Join online: <https://global.gotomeeting.com/join/111493709>

If you are new to GoToMeeting, you can download the app here:
<https://global.gotomeeting.com/install/111493709>

Join by phone: United States: [+1 \(571\) 317-3122](tel:+15713173122)
Access Code: 111-493-709

Information: For additional information, please contact Tony Guigli
(tguigli@brooklinema.gov) or 617-730-2044. Project information
is also available at <https://www.brookline.k12.ma.us/Page/2353>

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DRISCOLL ELEMENTARY SCHOOL – BROOKLINE, MA	MEETING MINUTES
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DRISCOLL SCHOOL PARK AND PLAYGROUND DESIGN REVIEW COMMITTEE – MEETING #3	April 13, 2020
Location:	Online
Time:	7:00 PM – 9:00 PM

Name	Assoc.	Present
Erin Gallentine	Town of Brookline, Parks and Open Space Division Director	Y
Jessie Waisnor	Town of Brookline, Landscape Architect Parks and Open Space	Y
Nancy O'Connor	Town of Brookline, Vice Chair Park and Recreation Commission	Y
Susan Wolf Ditkoff	Town of Brookline, Co-Chair SBS, PSB	Y
Tony Guigli	Project Manager, Town of Brookline	Y
Matt Gillis	Director of Operations, PSB	Y
Jim Rogers	LeftField	Y
Lynn Stapleton	LeftField	Y
Jen Carlson	LeftField	Y
Philip Gray	JLA	Y
Bryan Jereb	Halvorson Design	Y
Susan Wolf-Ditkoff	Co-Chair, School Building Advisory Committee, School Committee	Y
Nancy O'Connor	Co-Chair, School Building Advisory Committee, Parks & Rec	Y
Helen Charlupski	Town of Brookline, School Committee	Y
Clara Bachelor	Parks & Rec	Y
Victor Kusmin	Member, Neighbor, School Building Advisory Committee	Y
Derek Hatchett	Member, Neighbor	Y
Sam Ditzion	Member, Neighbor	Y
Lakia Rutherford	School Building Advisory Committee, Neighborhood Liaison	N
Linda Monach	School Building Advisory Committee, SEPAC Liaison	N

Meeting called to order at 7:00 PM.

Bryan Jereb from Halvorson, the landscape design firm for the project, reviewed schedule for the process noting that the next meeting will cover budget.

The Driscoll School Program priorities from staff were reviewed. These include having three playgrounds on site, one for PreK to Kindergarten, one for grades 1 through 4, and another for grades 5 through 8.

The school has indicated a need for a soccer field, basketball court / hardscape play area, ga-ga pit and wall ball area, outdoor classrooms and gardens, a rain garden, shaded seating and gathering areas,

perimeter path, drinking fountain and equipment storage. If the budget allows, there could be a potential to add a splash pad.

The three options presented at the last meeting were reviewed. Mr. Jereb explained that ultimately, the group directed Halvorson to move forward with Option A.2.

The next slide outlined the community comments that have been received to date. Previously, the community has noted a desire to add a loop path around the soccer field, add a seat wall along the field, and provide shade through a combination of trees and structures. The community has also indicated a desire to relocate or remove the utility poles along Bartlett Crescent - the Project Team is still reviewing if this is feasible. The community has indicated a desire for covered bike racks on site - Mr. Jereb noted that 30 covered racks have been incorporated into the current design. The importance of equitable access across the entire site has been noted by the community many times. In the latest design, mulched areas have been turned into more accessible surfaces such as asphalt or pavers.

Community comments regarding the playground areas include notes that the Pre-K to K play area should include an accessible circle swing, no small spinning elements, slides, swings and imagination play elements. Regina Watts, the interim principal of early education, has indicated to the team that it is important to ensure the Pre-K – K play area offers a variety of equipment that work across the age group.

Other comments regarding equipment in play areas were reviewed. It was clarified that Pre-K and K will be using the area directly adjacent to their classrooms on the 2nd level while Grades 1 through 8 will use play structures located in the larger park/playground area of the site. Erin Gallentine, Director of Parks and Open Space, noted that generally as students get older, they use the play equipment less frequently.

Site Plan Option A2, the preferred option from the last Design Review Committee (DRC) meeting was reviewed prior to showing the updated plan. The grades 5 to 8 play area was tucked toward the North of the site in order to improve circulation on site and add trees in a more appropriate location. A circulation path was added around the soccer field, the path measures approximately an eighth of a mile. An 80-foot-long seating feature was added at the North side of the field as well.

The amount of garden space on site has been reduced as requested. Raised garden beds are directly associated with the storage and pergola structure which will incorporate seating for an outdoor classroom area. The remaining garden space has been turned into a lawn space that will allow for garden expansion in the future if desired.

It was indicated that the existing site has 80,700 square feet of usable green space while the new site will include 97,800 square feet of usable green space due to the smaller footprint of the new building. This number takes into consideration the amount of unusable green space on site which may be too steep to occupy.

Matt Gillis of the School Department noted that he is pleased with the updated concept. A member of the committee asked if there was going to be seating integrated into the retaining wall at the North of the soccer field. Mr. Jereb explained that there is an 80-foot-long seat wall that has been added to the design along the North side of the field.

A member of the committee asked if relocating the utility poles at Bartlett Crescent has been considered further. He added that visually, he expects the poles only provide power to the existing soccer field and a cable connection into the existing Driscoll School. Philip Gray, the architect from Jonathan Levi Architects (JLA), explained that the process to further research the utility poles has started and discussion with utility companies will be required.

Someone asked how tall the plantings at the South side of play areas are, he noted that his concern is that the visibility will be limited by plantings. Mr. Jereb noted that the areas will include low, ground cover planting that is able to take abuse, but will also provide greenery throughout the seasons. Trees in that location will be limbed to 8 feet and will maintain clear visibility from the school building.

Nancy O'Connor, a Co-Chair of the committee, noted that she loves the play areas in the new design. She asked committee member Victor Kusmin how he felt about the updated garden design. He noted that it is great having a lawn area near the garden in case there is a desire to have more than the six raised beds that are in the garden design currently. He noted that he liked the gathering spaces included in the wooded area on the West side of the site.

Another member of the committee asked if the pergola may cast a shadow on the garden area. Mr. Jereb noted that the pergola will likely be only twelve feet tall and casting too far a shadow should not be a concern, but added that the location can shift if necessary.

A member of the committee noted concern about ground cover plantings, adding that it is likely they will be trampled in a year or two, adding that if the area is raised to prevent students from trampling the ground cover, the play space may be limited. Another member agreed and added that trees would be preferred to create a lot of shade and green on site. Ms. Gallentine added that the feedback from the community has continuously indicated that trees are desired on site. Areas around the playgrounds that have plantings could have raised curbing around tree area in order to protect the trees.

Discussion followed on the surface material under picnic tables that are at the East end of the soccer field. Mr. Jereb noted that Halvorson is working with turf manufacturers to see if it is possible to come out of the turf with trees. It was noted that generally it would be harder to maintain if people were eating over the turf. Members of the committee noted that turf under picnic seating may not work in this location, but added that the space should read differently than asphalt for a smoother transition to the playing field. A member of the community noted that there may be a need for a fence or barrier between the soccer field and picnic seating area to block balls that may come off the field into the seating area.

Members of the community noted that the raised planting areas around the play spaces should contain mulch and trees. The group likes the seat wall included on the inside wall of the play area. The consensus was that ground cover in that area would be trampled. It was noted that the slope at the North side of the play area between the circulation path and the equipment should be designed to get children down the slope. It was added that hand holds or a slide could be added to engage that slope.

Halvorson presented several options for the small green space at the North East side of the site. One is a small community playground with a few pieces of equipment, a second idea is a larger community playground, the third is a pocket park that includes seating and shade, and finally a secret garden to create smaller gathering areas for quiet enjoyment.

The elevations in the area were explained – the Pre-K – K playground is elevated to the roof over the gym; this space is accessed directly from the school or via a ramp with a gate that can control access to the public. Because of the grading, the access to the small green space at the Northeast of the site will only be accessed from the Westbourne sidewalk.

It was noted that a water feature such as a splash pad might be a nice addition to that location, but others noted that the location is at the North of the site and may be shaded for half of the day and may be too cool for a water feature. Others added that a water feature, if included, should be added to the main park and playground area of the site to have the most value. Another noted that some water features are more about the manipulation of the water and that could tie into the educational aspect of the outdoor classrooms.

The committee noted that the small community playground option which could include play equipment or a place for kids to run through is preferred.

Play Equipment

Halvorson reviewed the proposed capacity of the play areas in the current design. The current play space at the Driscoll School covers approximately 10,600 square feet. The new proposed design covers 13,200 square feet and will be able to accommodate 230 to 280 children at one time. This is strictly the resilient surfaced spaces with play equipment, there is a large amount of other green space on site that will also be used during recess.

Halvorson reviewed options for the PreK-K play space. Options from three manufacturers were reviewed – Kompan, Landscape Structures, and Berliner. Jessie Waisnor from Parks and Open Space noted that the Kompan pre-k/K structure is nice but the ropes and wobbly bridges are very hard for that age group to navigate. Group swings are great but having to share the individual bucket swings can be difficult given children need help getting in and out of these swings. The accessible group swings are preferred and it was suggested that two group swings be included in lieu of individual bucket swings.

A member of the committee asked how shaded the Pre-K to K play area will be. Mr. Jereb explained that the building would create a lot of shade in the afternoon. It was noted that Halvorson is exploring the possibility of adding a tree to the play area as well.

The group discussed the three manufacturers presented for the Pre-K K area and general consensus was that Kompan elements worked best but with a larger structure that incorporates monkey bars. It was noted that if mixing and matching pieces is an option, the group swing from Berliner has been preferred in other locations in Town.

Halvorson reviewed options for the play space for grades 1 through 4. Options from three manufacturers were reviewed – Kompan, Landscape Structures, and Berliner. A member of the committee noted that he likes the Landscape Structures structure but asked if it is inclusive and accessible. Ms. Waisnor noted that the Town has this piece of equipment in another park and children love it, adding that it is accessible and offers twenty different types of play. Others noted support for this piece of equipment as well. One member noted that Berliner's taller pieces of equipment are made out of stainless steel and are generally budget busters. The group noted that the Landscape Structures piece previously mentioned plus a higher element with a taller slide from the same manufacturer is preferred for this age group.

Halvorson reviewed options for the play space for grades 5 through 8. Options from three manufacturers were reviewed – Kompan, Landscape Structures, and Berliner. This age group prefers gathering and lounging and are generally less active. The committee prefers the Berliner piece that is sculptural and has netting. It was added that the piece would blend well with other manufacturers if that is an option.

Plantings

Trees on site will be native to the area – red maple, sugar maple, oak. Denser planting at the West end of the site to include ferns, native tiarellas or sedge grasses, plantings that will spread over time to create woodland feel. Flowering bushes will be planted slightly further into the site to add color. Ground cover was presented, but the group again noted that ground cover is not preferred. Mr. Jereb showed how the plantings will change throughout the year but will still incorporate color on site year round.

There was a question about irrigation on site. Mr. Gray noted that JLA does not anticipate irrigation around the entire site. A member of the committee noted that some of the rhododendrons in other parts of town do not do well due to lack of irrigation. It was noted that including plants that flower and add color in early spring is important as students will experience the space most during Spring and Autumn. The committee asked to better understand how most plantings will be irrigated or how the plants will be watered the first few years to ensure they establish well on site.

Site Furnishings

Mr. Jereb explained the plan for site furniture across the site. He noted that there will be seat walls built into the inside walls of play areas, clustered seating closer to basketball courts to encourage gathering, and picnic tables and lounge seating located between basketball courts and soccer field. He added that there will be a more formal approach to seating at the building entrances. Images of site furniture examples were shown for discussion.

The group noted that to the extent that the budget allows, wood or wood-look modern benches would be preferred. Ms. Waisnor noted that wood benches are preferable over recycled plastic adding that there are a number of wood benches in parks across Town.

A member of the committee noted that the project should not go over budget because of the seat walls, adding that it is important to have enough seating across the rest of the site. Members noted that picnic tables should overhang their own structure enough that someone in a wheelchair could pull up to any of the tables without it feeling like they are at the only accessible table. It was noted that tables with the option for chess or checkers inserts would be a nice addition. The group preferred the picnic tables without the backs that would allow kids to climb over the back if the bench ends are occupied. The group likes the clustered sculptural seating and agreed that they can be a nice place to add color. A member of the committee asked if the benches should have places to charge electronics. Ms. Waisnor noted that charging stations incorporated into site furniture becomes a maintenance nightmare. It was noted that picnic tables should match the benches.

Jim Rogers from LeftField presented a budget update. He noted that the information Halvorson has gathered from the past three Design Review Committee meetings is going to be priced as the Basis of Design for the 50% Design Development set which will be issued on April 17, 2020. The documents will

be estimated by Gilbane's estimating team as well as Daedalus, JLA's estimator. The estimates will be due May 8, 2020 and the following week, May 11th through 15th the estimates will be reconciled. The next DRC meeting is scheduled for May 11th, but the Project Team will request that the meeting be pushed out in order to include the information gleaned from the estimate process. Further discussion needed to determine the date of the next DRC meeting.

It was noted that additional questions and comments should be submitted to Jen Carlson (jcarlson@leftfieldpm.com).

The meeting adjourned at 9:00PM.

Driscoll Park and Playground Community Forum April 13, 2020



DRISCOLL PARK AND PLAYGROUND



Jonathan Levi Architects

HALVORSON

Tighe&Bond STUDIO

Welcome Everyone!

Recap of Previous Meetings + Project Scope and Schedule

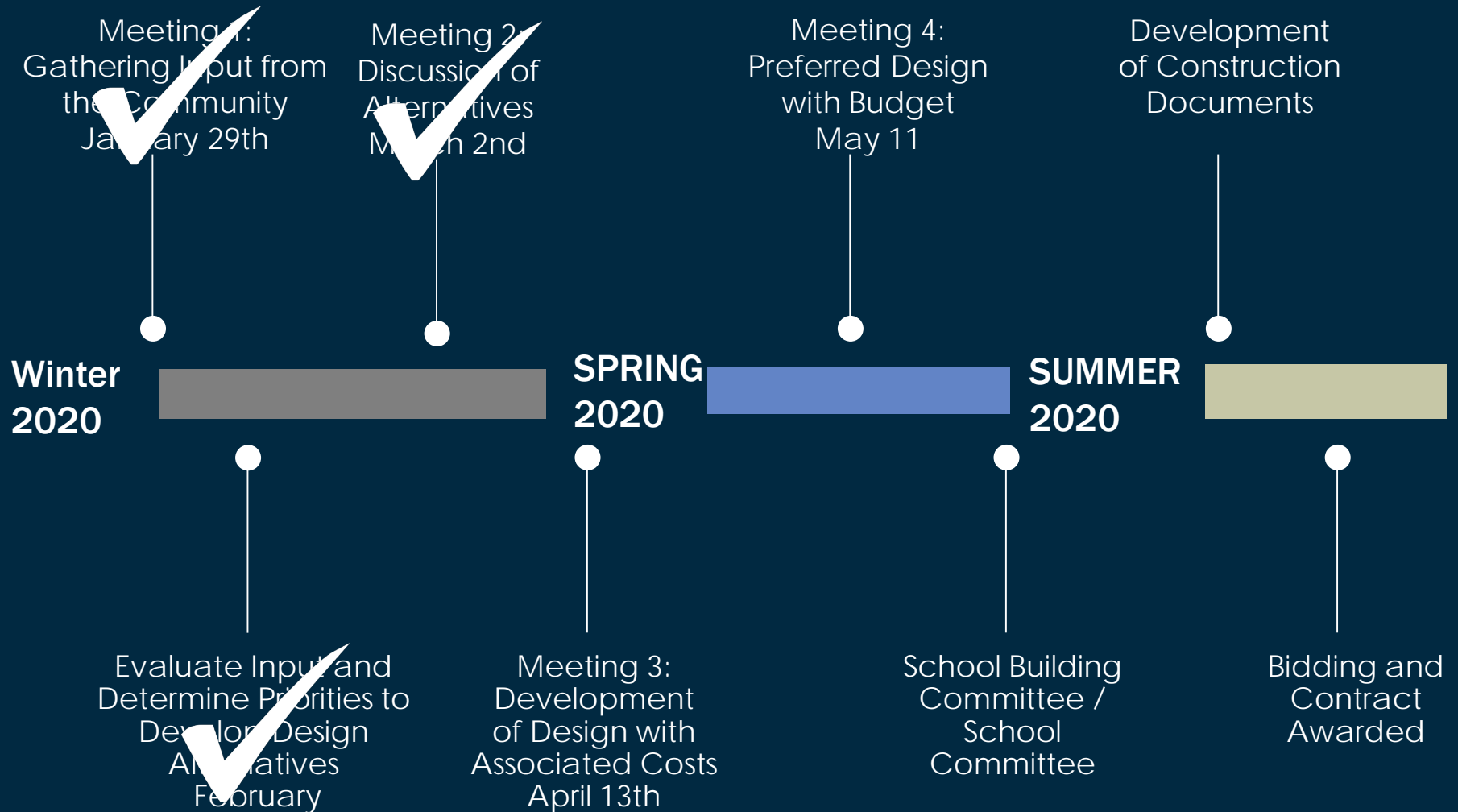
Part 1: Preferred Overall Concept Plan
(Followed by open discussion)

Part 2: Playground Equipment
(Followed by open discussion)

Part 3: Planting and Site Furniture
(Followed by open discussion)



Landscape Design Timeline



School Program Priorities

From Driscoll Staff

- 3 playgrounds:
 - Grades pre-k – 1
 - Grades 2-5
 - Grades 5-8
- Soccer field
- Basketball court / hardscape play space
- Ga-ga pit / wall ball area
- Outdoor classrooms and gardens / rain garden
- Shaded seating and gathering area
- Splash pad?
- Perimeter path
- Drinking fountain
- Equipment storage



Preliminary Design Alternatives



Option A.1



Option A.2



Option B



Community Comments Received

GENERAL

- Consensus to pursue option A.2
- Preference for basketball courts closer to school
- Add loop path to Option A.2 -1/8th of a mile
- Add a seat wall along soccer field
- Provide shade – trees or structures
- Remove utility poles if possible
- Add bike racks – covered storage for 30 bikes will be provided
- All paths to be accessible – no mulch
- Less garden space – protect from soccer/basketballs
- All lighting to be pedestrian scale w/ cut-offs
- Provide varied types of gathering and seating opportunities

PLAYGROUNDS/HARD COURT AREAS

- Pre-K, K
 - Accessible, circle group swing popular
 - Climbing walls better than ropes for this age group
 - No small spinning elements
 - Provide slides and swings
 - Imagination play good – houses, cars
 - Ensure equipment works for both Pre-K and K students
- Grades 2-5
 - Multi-level structures with a lot of play options are best – over/under play
 - Accessible/inclusive play
 - Provide slides and swings
 - Balance play – stepping or “free ride”
 - Mobility focused
 - Maintain visibility in structures
- Grades 5-8
 - Active over/under play good
 - Netting good for hang-out
 - Provide seating/gathering opportunities
 - Possibly include mounding in surfacing



Scheme A2



Preferred Concept



	School Building Footprint	Car / Truck Zone	Usable Open Space	Unoccupied Space	Total
Existing Site	39,500 SF	23,800 SF	80,700 SF	29,000 SF	173,000 SF
Proposed Design	38,200 SF	14,200 SF	97,800 SF	22,800 SF	173,000 SF



DRISCOLL PARK AND PLAYGROUND

Jonathan Levi Architects

HALVORSON

Tighe & Bond STUDIO

Small Community Playground



Large Community Playground



Pocket Park



Secret Garden





TOWN OF BROOKLINE
Massachusetts
DRISCOLL SCHOOL BUILDING ADVISORY COMMITTEE

Meeting Notice
School Committee/Park and Recreation Commission
Collaborative Design Review Process

Driscoll School Playground
Design Review Meetings

Meeting #4 Monday, June 8, 2020 6:00 PM-8:00 PM

Agenda: Goals & Priorities
Budget Considerations
Project Schedule
Park & Playground Design Update
Input regarding School/Town Programming & Community Use

Join online: <https://global.gotomeeting.com/join/312737461>

Join by phone: +1 (872) 240-3212
Access Code: 312-737-461

Information: For additional information, please contact Tony Guigli
(tguigli@brooklinema.gov) or 617-730-2044. Project information
is also available at <https://www.brookline.k12.ma.us/Page/2353>

The Town of Brookline does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities. Individuals, whom are in need of auxiliary aids for effective communication in Town programs and services, may make their needs known to Lloyd Gellineau at (617) 730-2327; lgellineau@brooklinema.gov. Those who need effective communication services should dial 711 and ask the operator to dial the relevant Town Department.

Driscoll Park and Playground Community Forum June 08, 2020



DRISCOLL PARK AND PLAYGROUND



Jonathan Levi Architects

HALVORSON

Tighe&Bond STUDIO

Welcome Everyone!

Agenda

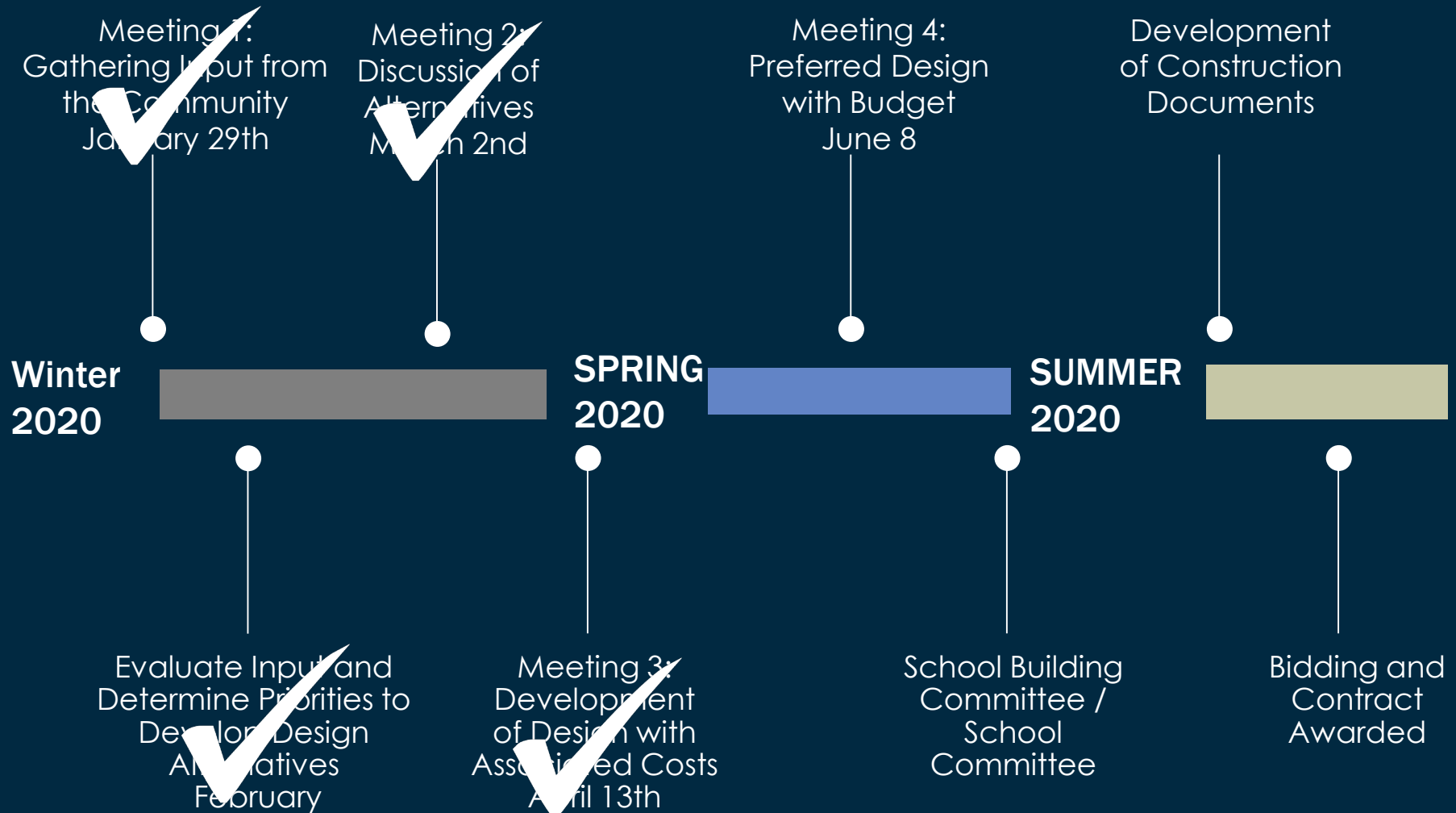
Preferred Overall Concept Plan
&
Playground Equipment
(Followed by open discussion)

Site Furniture
(Followed by open discussion)

Next Steps



Landscape Design Timeline



School Program Priorities

From Driscoll Staff

- 3 playgrounds:
 - Grades pre-k – 1
 - Grades 2-5
 - Grades 5-8
- Soccer field
- Basketball court / hardscape play space
- Ga-ga pit / wall ball area
- Outdoor classrooms and gardens / rain garden
- Shaded seating and gathering area
- Splash pad for summer programming
- Perimeter path
- Drinking fountain
- Equipment storage



Community Comments Received

GENERAL

- Remove synthetic turf under trees – replace with permeable unit pavers
- Add low fence between soccer field and seating area
- Need clear visibility into playgrounds
- Remove groundcover in beds adj. to play areas – replace w/ mulch
- Possible to add a water feature/splash pad? (budget depending)
- Planting should be selected for durability
- Provide irrigation for establishment and prioritize if necessary
- Wood seating added warmth
- Picnic tables need ADA accessibility

PLAYGROUNDS/HARD COURT AREAS

- Pre-K, K
 - Kompan design selected
 - 2 Group swings better than bucket swings
 - Combine monkey bars with Grand Canyon Structure
- Grades 1-4
 - Landscape Structures design selected
 - 6 swings was good due to popularity
 - Desire to add taller play element to space w curved tunnel slide
 - More group play possible?
- Grades 5-8
 - Berliner design selected
 - Netting good for hang-out
 - Liked the sculptural look of the Shout Structure

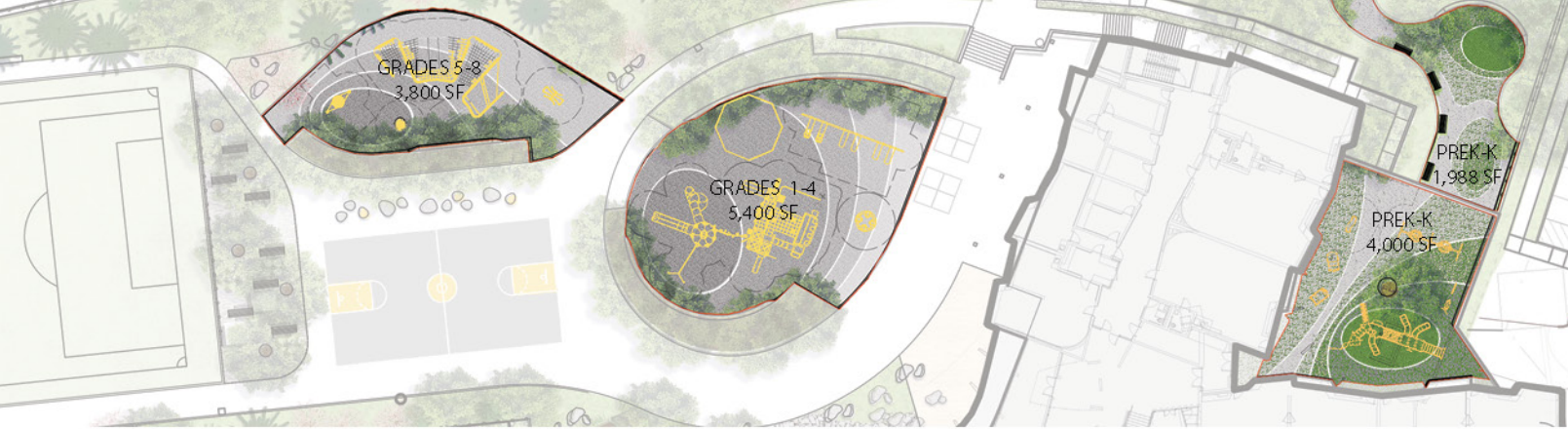


Concept Design



Playground Areas

DRISCOLL SCHOOL (PROPOSED)



Desired capacity = 256 children*

*1/3 of 800 children w/ 4% absentee factor

Proposed School Capacity

Grades pre-k, k: 50-80
Grades 1-4: 90+-
Grades 5-8: 90+-

Total: 230-260 children
Total area = 13,200 sf

Additional Community Playground capacity
Grades pre-k, k: 30-40

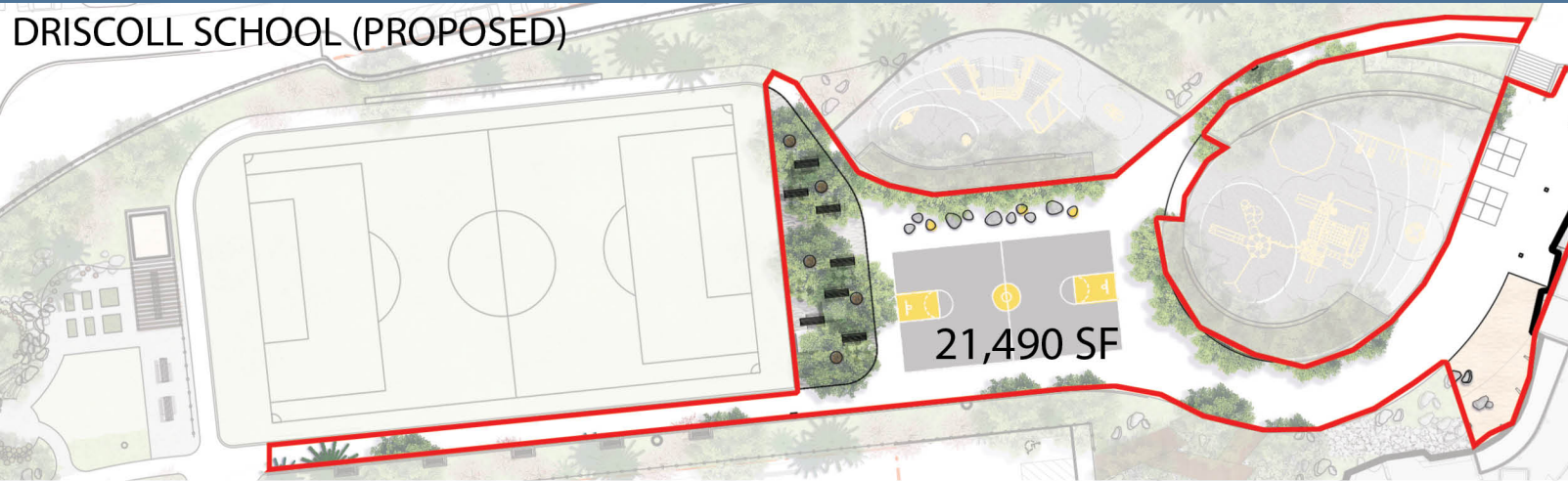


Total area = **10,600 sf**

DRISCOLL SCHOOL (EXISTING)

Hardscape Play Area

DRISCOLL SCHOOL (PROPOSED)



• Total area = 21,490 sf



Play area = 11,678 sf
Tennis Court = 12,914 sf

DRISCOLL SCHOOL (EXISTING)



DRISCOLL PARK AND PLAYGROUND

Jonathan Levi Architects

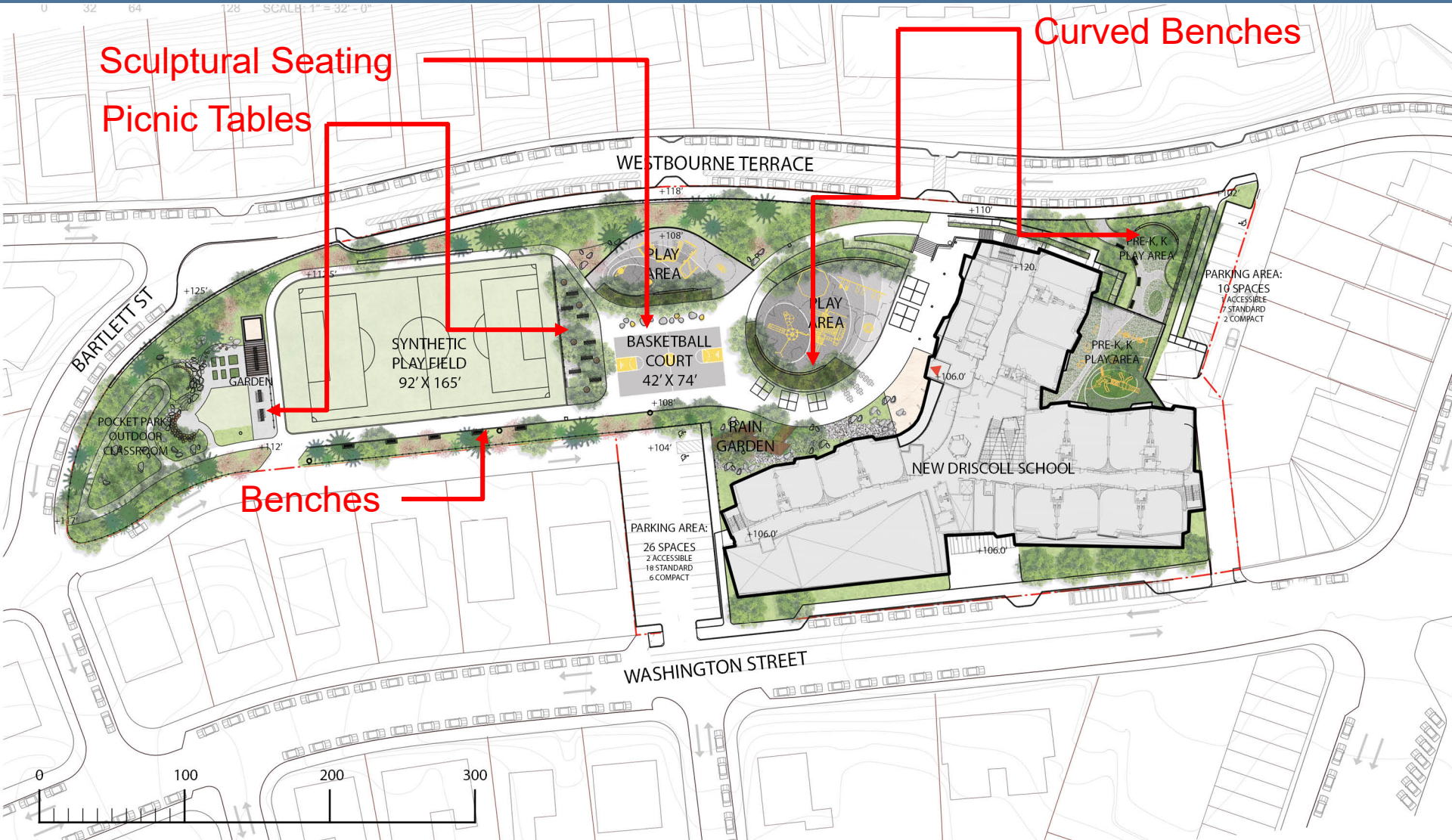
HALVORSON
Tighe&Bond STUDIO

Budget Priorities

- Change precast seat walls to cast in place w/ exposed aggregate and wood tops or “off the shelf” wood/metal fabricated benches
- Qty of Sculptural precast seating features
- Storage Shed
- Shade Pergola
- Boulder QTY
- Allowance for relocating existing play equipment
- Irrigation
- Tree caliper
- Shrub qty



Site Furniture





© Shaw, A Berkshire Hathaway Company.

SHAW SPORTS TURF PFAS STATEMENT –
Legion Turf Field Products

To Whom It May Concern:

Shaw has a longstanding commitment to sustainability and the responsible manufacture of our products. This includes a strong focus on the material chemistry of our products. This commitment applies to our brands and is inclusive of Shaw Sports Turf.

Based on information provided to date by suppliers, Shaw Sports Turf does not use any PFAS chemicals currently listed as part of California's Proposition 65 regulations or identified as part of USEPA's Method 537 to manufacture the components of its Legion turf field products, including the fibers and backing materials. This information is confirmed through independent, third party laboratory testing of the finished product; thus, a copy of the most recent laboratory test results for the Legion turf field products is provided for your convenience and reference.

If you should have any questions, please do not hesitate to contact the undersigned at 706-532-2185, or by email at troy.virgo@shawinc.com.

Sincerely,

A handwritten signature in black ink that reads "Troy Virgo". The signature is written in a cursive, flowing style.

Troy Virgo
Director of Sustainability
Shaw Industries Group, Inc.

PFAS by LC/MS/MS

Client: **Shaw Industries Technical Services**

Laboratory ID: **VC27011-001**

Description: **Legion**

Matrix: **Solid**

Date Sampled: **03/26/2020 0900**

Date Received: **03/27/2020**

Run	Prep Method	Analytical Method	Dilution	Analysis Date	Analyst	Prep Date	Batch
1	SOP SPE	PFAS by ID SOP QSM B-15	1	04/01/2020 1034	MMM	03/30/2020 1521	49377

Parameter	CAS Number	Analytical Method	Result	Q	LOQ	Units	Run
9-chlorohexadecafluoro-3-oxanone-1-sulfonic acid (9CI-PF3ONS)	756426-58-1	PFAS by ID SO	ND	W	1.9	ug/kg	1
11-chloroeicosafluoro-3-oxaundecane-1-sulfonic acid (11CI-PF3OUdS)	833051-92-9	PFAS by ID SO	ND	W	1.9	ug/kg	1
1H, 1H, 2H, 2H-perfluorodecane sulfonic acid (8:2 FTS)	39108-34-4	PFAS by ID SO	ND	W	1.9	ug/kg	1
1H, 1H, 2H, 2H-perfluorooctane sulfonic acid (6:2 FTS)	27619-97-2	PFAS by ID SO	ND	W	1.9	ug/kg	1
1H,1H,2H,2H-perfluorododecane sulfonic acid (10:2 FTS)	120226-60-0	PFAS by ID SO	ND	W	0.96	ug/kg	1
1H,1H,2H,2H-perfluorohexane sulfonic acid (4:2 FTS)	757124-72-4	PFAS by ID SO	ND	W	1.9	ug/kg	1
Hexafluoropropylene oxide dimer acid (GenX)	13252-13-6	PFAS by ID SO	ND	W	3.8	ug/kg	1
4,8-dioxa-3H-perfluorononanoic acid (ADONA)	919005-14-4	PFAS by ID SO	ND	W	1.9	ug/kg	1
N-ethylperfluoro-1-octanesulfonamide (EtFOSA)	4151-50-2	PFAS by ID SO	ND	W	1.9	ug/kg	1
N-ethylperfluoro-1-octanesulfonamidoacetic acid (EtFOSAA)	2991-50-6	PFAS by ID SO	ND	W	0.96	ug/kg	1
2-N-ethylperfluoro-1-octanesulfonamido-ethanol (EtFOSE)	1691-99-2	PFAS by ID SO	ND	W	1.9	ug/kg	1
N-methylperfluoro-1-octanesulfonamide (MeFOSA)	31506-32-8	PFAS by ID SO	ND	W	1.9	ug/kg	1
N-methylperfluoro-1-octanesulfonamidoacetic acid (MeFOSAA)	2355-31-9	PFAS by ID SO	ND	W	0.96	ug/kg	1
2-N-methylperfluoro-1-octanesulfonamido-ethanol (MeFOSE)	24448-09-7	PFAS by ID SO	ND	W	1.9	ug/kg	1
Perfluoro-1-butanefluoro-1-butanesulfonic acid (PFBS)	375-73-5	PFAS by ID SO	ND	W	0.96	ug/kg	1
Perfluoro-1-decanesulfonic acid (PFDS)	335-77-3	PFAS by ID SO	ND	W	0.96	ug/kg	1
Perfluoro-1-heptanesulfonic acid (PFHpS)	375-92-8	PFAS by ID SO	ND	W	0.96	ug/kg	1
Perfluoro-1-nonanesulfonic acid (PFNS)	68259-12-1	PFAS by ID SO	ND	W	0.96	ug/kg	1
Perfluoro-1-octanesulfonamide (PFOSA)	754-91-6	PFAS by ID SO	ND	W	0.96	ug/kg	1
Perfluoro-1-pentanesulfonic acid (PFPeS)	2706-91-4	PFAS by ID SO	ND	W	0.96	ug/kg	1
Perfluorohexanesulfonic acid (PFHxS)	355-46-4	PFAS by ID SO	ND	W	0.96	ug/kg	1
Perfluoro-n-butanoic acid (PFBA)	375-22-4	PFAS by ID SO	ND	W	0.96	ug/kg	1
Perfluoro-n-decanoic acid (PFDA)	335-76-2	PFAS by ID SO	ND	W	0.96	ug/kg	1
Perfluoro-n-dodecanoic acid (PFDoA)	307-55-1	PFAS by ID SO	ND	W	0.96	ug/kg	1
Perfluoro-n-heptanoic acid (PFHpA)	375-85-9	PFAS by ID SO	ND	W	0.96	ug/kg	1
Perfluoro-n-hexanoic acid (PFHxA)	307-24-4	PFAS by ID SO	ND	W	0.96	ug/kg	1
Perfluoro-n-nonanoic acid (PFNA)	375-95-1	PFAS by ID SO	ND	W	0.96	ug/kg	1
Perfluoro-n-octanoic acid (PFOA)	335-67-1	PFAS by ID SO	ND	W	0.96	ug/kg	1
Perfluoro-n-pentanoic acid (PFPeA)	2706-90-3	PFAS by ID SO	ND	W	0.96	ug/kg	1
Perfluoro-n-tetradecanoic acid (PFTeDA)	376-06-7	PFAS by ID SO	ND	W	0.96	ug/kg	1
Perfluoro-n-tridecanoic acid (PFTrDA)	72629-94-8	PFAS by ID SO	ND	W	0.96	ug/kg	1
Perfluoro-n-undecanoic acid (PFUDA)	2058-94-8	PFAS by ID SO	ND	W	0.96	ug/kg	1
Perfluorooctanesulfonic acid (PFOS)	1763-23-1	PFAS by ID SO	ND	W	0.96	ug/kg	1

Surrogate	Q	Run 1 % Recovery	Acceptance Limits
13C2_4:2FTS		101	50-150
13C2_6:2FTS		103	50-150
13C2_8:2FTS	N	233	50-150
13C2_PFDaA		111	50-150
13C2_PFTeDA		99	50-150
13C3_PFBS		99	50-150
13C3_PFHxS		100	50-150
13C3-HFPO-DA		90	50-150
13C4_PFBA		112	50-150

LOQ = Limit of Quantitation B = Detected in the method blank E = Quantitation of compound exceeded the calibration range
 ND = Not detected at or above the LOQ N = Recovery is out of criteria P = The RPD between two GC columns exceeds 40%
 H = Out of holding time W = Reported on wet weight basis

Pace Analytical Services, LLC (formerly Shealy Environmental Services, Inc.)
 106 Vantage Point Drive West Columbia, SC 29172 (803) 791-9700 Fax (803) 791-9111 www.pacelabs.com

PFAS by LC/MS/MS

Client: **Shaw Industries Technical Services**

Laboratory ID: **VC27011-001**

Description: **Legion**

Matrix: **Solid**

Date Sampled: **03/26/2020 0900**

Date Received: **03/27/2020**

Surrogate	Q	Run 1 % Recovery	Acceptance Limits
13C4_PFHpA		100	50-150
13C5_PFHxA		92	50-150
13C5_PFPeA		105	50-150
13C6_PFDA		115	50-150
13C7_PFUdA		108	50-150
13C8_PFOA		104	50-150
13C8_PFOS		106	50-150
13C8_PFOSA		96	50-150
13C9_PFNA		103	50-150
d-EtFOSA		95	50-150
d5-EtFOSAA		104	50-150
d9-EtFOSE		110	50-150
d-MeFOSA		96	50-150
d3-MeFOSAA		110	50-150
d7-MeFOSE		105	50-150

LOQ = Limit of Quantitation B = Detected in the method blank E = Quantitation of compound exceeded the calibration range
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 106 Vantage Point Drive West Columbia, SC 29172 (803) 791-9700 Fax (803) 791-9111 www.pacelabs.com



Shaw Sports Turf Product Composition Document

– Legion Products

Shaw has a long-standing commitment to sustainability that includes the review our purchased raw materials and finished products for environmental and human health impacts. In many cases our review process includes independent third party assessments and product certifications.

Shaw's Sports Turf products are considered "manufactured items formed to a specific shape or design during manufacture". They do not meet the definition of a chemical substance and as such are not subject to the SDS requirements of U.S. Code of Federal Regulations, Title 29, 1910.1200. This material is also exempt from CLP/REACH obligations as an article as specified in REACH (1907/2006) and related ECHA guidance.

In response to your request for a product SDS - and to support your commitments to sustainability and product transparency, we are providing the following material composition summary for Legion Turf products.

Table 1: Legion Composition Summary*

Component Name	Component Description	Material	Primary CAS Number	Approximate Weight%
Bolt	Monofilament Yarn	Polyethylene	25213-02-09	25-28
Tape	Slit Tape Yarn	Polyethylene	25213-02-09	35-40
Ultraloc	Primary Backing	Polypropylene	9003-07-0	3-8
Urethane	Secondary Backing	Polyurethane	9009-54-5	28-35

All ingredients are listed on the TSCA Inventory. First aid is not expected to be necessary if material is used under ordinary conditions and as recommended. Please follow manufacturer's recommendations for installation and maintenance. For questions or additional information, please contact us at:

Information Center

Phone: 1.800.441.7429 – Fax: 706.275.3543

Email: infocenter@shawinc.com

* Reasonable care has been taken in the preparation of this information, including the review and incorporation of supplier provided information. As such, Shaw makes no warranty of merchantability or any other warranty, expressed or implied, with respect to this information. Shaw makes no representations and assumes no liability for any direct, incidental or consequential damages resulting from its use. The information herein is presented in good faith and believed to be accurate as of the effective date given.

sustain[HUMAN]ability®

Shaw's Approach to Sustainability: sustain[HUMAN]ability®

At Shaw, we're focused on what we call sustain[HUMAN]ability®—developing and promoting solutions that are designed for people AND the planet.

We know that the spaces where people work, play, learn, create and come together to solve our greatest challenges have a significant impact on human experience. In all of our products and processes, we ask ourselves, “how can we minimize our impact on the environment and maximize human potential?”

We are perpetually taking the next step forward, across every element of our sustainability strategy starting with the human element.



Through a Long-Standing Commitment to Cradle to Cradle® Principles

OVER 20 YEARS of dedication to Cradle to Cradle design principles reflect Shaw's commitment to sustainability.

ALMOST 90% of the products Shaw manufactured today are Cradle to Cradle Certified™.

Reclaimed and recycled almost **ONE BILLION POUNDS** of carpet since 2006.

Assessed more than **1.6 BILLION POUNDS** of raw material for material health in 2019.

NXTPLAY

Turf—The Next Frontier

In 2020, Shaw Sports Turf's NXTPlay Performance Pad became the first Shaw turf product (of any type) to be Cradle to Cradle Certified.™

The Cradle to Cradle Certified™ Bronze product is just another example of how Shaw Sports Turf continues to lead the synthetic turf industry in research and development. We are committed to bringing new innovations and solutions to the market while providing the next level in performance to customers. NXTPlay is just the latest in our commitment to creating 'more than a field.'

sustain[HUMAN]ability®

Cradle to Cradle Certified™ Overview

The Cradle to Cradle Certified™ Product Program provides an independent, third-party assessment of Shaw products' performance against rigorous standards in five key categories:



MATERIAL HEALTH

Ensures our products are made from ingredients deemed safe and healthy through the program's material health assessment.



PRODUCT CIRCULARITY

Assesses the percentage of rapidly renewable materials or recycled content used in our products. Assesses the percentage of materials within our products that can be safely reused, recycled or composted at the product's end of use.



CLEAN AIR & CLIMATE CHANGE

Helps to ensure products are manufactured using renewable energy and in such a way as to reduce or eliminate the impact of climate changing greenhouse gases due to the manufacturing of the product.



WATER & SOIL STEWARDSHIP

Addresses water quality and quantity and soil conservation where relevant. Ensures water is recognized as a valuable resource, watersheds are protected, and clean water is available to people and all other organisms.



SOCIAL FAIRNESS

Honors all people and natural systems affected by the manufacture of a product, with a focus on fair labor and human rights principles in our operations and our supply chain.

Achievement Levels

Based upon the third-party assessment, a product receives an achievement level of Basic, Bronze, Silver, Gold, or Platinum in each of the five categories. The overall product rating is derived from the lowest achievement level in any of those categories. Every two years, Shaw must demonstrate efforts to improve the product in these five categories in order to have the product certified for another two-year period.

BASIC
BRONZE
SILVER
GOLD
PLATINUM

CRADLE TO CRADLE
PRODUCTS
I N N O V A T I O N
I N S T I T U T E

LICENSED MARKS:



Cradle to Cradle Certified™ Bronze

THE LICENSED MARKS IDENTIFIED ABOVE MAY BE LICENSED TO:

Shaw Industries Group, Inc.

FOR THE BELOW LISTED CERTIFIED PRODUCTS ASSOCIATED WITH THE NAME:

NXTPlay™

Peter Jempletton

Cradle to Cradle Products Innovation Institute

Only the following products are considered Certified Product(s) within the scope of this certification and the associated Trademark License Agreement:

NXTPlay™

START DATE

08 October 2020

CERTIFICATION #

4579

EXPIRATION DATE

07 October 2022

LEAD ASSESSMENT BODY:
MBDC



Certified under Version 3.1 of the Cradle to Cradle Certified™ Product Standard
Use of Licensed Marks is subject to terms and conditions of the C2CPII Trademark License Agreement and Trademark Use Guidelines.
Cradle to Cradle Certified™ is a registered trademark of the Cradle to Cradle Products Innovation Institute

September 17, 2021

Project: Driscoll School
Synthetic Turf Conversion
Brookline, MA

Shaw Contract Flooring Services, Inc., dba Shaw Sports Turf is pleased to provide the following proposal for your upcoming project:

Product	Description	Area/SF (+/-)	Price
Legion NXT 2.0	Soccer	20,031	\$228,778
Labor	Breakout value of installation		\$48,000

Notes: This proposal does not include taxes. All appropriate taxes will be charged unless proof of tax-exempt status/certificate is supplied to Shaw Sports Turf related to the project.

Scope of work includes:

- Supply and install our Shaw Sports Turf Synthetic Turf products generally in accordance with manufacturer product specifications and installation methods (including turf, sundries and infill materials).
- Samples, submittal information, shop drawings as required.
- Price based upon Shaw Sports Turf standard colors for each product (custom color yarns not included)
- Supply and install Shaw Sports Turf NXTPlay underlayment pad
- Supply and install turf system infill materials – Geofill and Silica Sand
- Soccer field markings painted upon completion and again at one month after completion
- One (1) GMAX test performed upon completion of each field and at 12-15 months after completion
- One time Drug Testing for installation crew.
- One (1) year of Post Construction Field Maintenance Services (2 visits)
- All usable remnants of new material generated by Shaw Sports Turf shall become property of owner.
- Quote based upon use of Shaw Sports Turf standard adhesive; other adhesives at additional cost.
- Shaw Sports Turf Standard (5) Year Insured Warranty for our turf products only.
- Maintenance-instruction and training for best practices in field care and maintenance and review of the Shaw Sports Turf Maintenance Manual.
- Prices based upon union wage schedule in effect at time of proposal.
- Prices based upon one mobilization. If the site is not ready and additional mobilizations are necessary additional charges will apply for each re-mobilization.

Scope of Work Exclusions: This Proposal and Shaw's scope of work expressly excludes:

- Any bonds, bonding fees, additional insurance policies and construction permits
- Any infill, pad, any additional logos, painted lines, installation labor, independent testing, surveys, bonding, maintenance visits, maintenance training for owner or grooming equipment not listed in above scope
- Design services, engineering, construction drawings, storm water management, architectural/engineering inspections, geotechnical testing, site survey or independent testing.
- Any contaminated soils, unsuitable soils, hazardous material removal and/or remediation including rock/disposal/analysis/testing.
- Any base work including aggregate provision or installation, compaction, grading, testing for compaction or permeability of aggregate base not already included in the Scope of Work above
- Independent testing of synthetic turf not already included in the Scope of Work above.



- Any storm water measures including sediment/erosion control measures beyond scope.
- Any additional storm water detention or retention requirements that may be required by local or state jurisdiction is not included in our scope
- Installation of concrete pads or asphalt paving unless damaged during construction
- Any field markings, lettering or logos not mentioned above
- Civil Site Construction-Shaw Sports Turf shall not be responsible for the base, including site demolition, drainage systems, sub-grade work, grading, soil stabilization, rock excavation, stone base or concrete curbs and/or nailer
- boards, asphalt paving, track surface or track and field events.
- Locating, relocation, removal, supply, installation and/or repair of any existing or proposed utilities including removal or relocation of irrigation systems.
- Provision or refurbishment of sports equipment, score clocks, bases, home plates, pitching rubbers, foul poles, soccer nets, corner flags, netting, goal posts, fence, netting etc. (no labor or supplies of any kind)
- Maintenance of field or other turf treatments beyond what is expressly listed above.
- Any material storage fees or site security
- Any Shock Pad, E layer or Drain Tile (unless option included in the above scope of work)
- Protection for asphalt, concrete, landscaping, tracks, etc. unless identified in above scope of work.
- Anything not specifically stated in our above scope of work

Conditions.

- This bid proposal and its acceptance is subject to Force Majeure and delays beyond Shaw Sports Turf reasonable control. In the event of any such delay, the date of completion shall be extended to compensate for the delay.
- Shaw Sports Turf requires access to the site and a suitable staging area no more than 200 feet from the site.
- Any existing infill material to be re-used in new Shaw Sports Turf system is subject to inspection and verification to ensure quantity, quality and performance requirements are met.
- Proposal contingent upon executed contract approved by Shaw Sports Turf.
- Proposal amount is subject to the payment terms established upon credit review by Shaw Sports Turf Financial
- Services at project award or approval.
- Changes in the specifications and/or scope of work are subject to change orders and may require additional charges and/or fees added to the agreed contract price. Changes in the scope of work require appropriate change order submittal, approval and execution from the appropriate parties.
- Shaw Sports Turf shall not be bound by any liquidated damages or penalty clauses.
- Standard manufacturing lead time is 21 working days from signed contract and /shop drawing approval.
- Proposal and Contract Price(s) are subject to increase. Items that may affect increase(s) include but are not limited to: raw material costs, freight costs, manufacturing costs, labor cost, taxes, etc. Prices may increase up to 3% after 90 days of the proposal date.
- This proposal expires ninety (90) days after the Proposal Date written above. Please contact me with any questions regarding this proposal.

Please contact me if you any questions about the above.

Joe Kacevich
Territory Manager
Shaw Sports Turf
Phone: 508.365.7486
Joe.Kacevich@shawinc.com





Gilbane Building Company
Contract Agreement

Agreement # **J08864.000-0049-000**

Made as of **12/20/2021**

Vendor # **SHACO008**

Description: **BP 32B - Synthetic Turf Surfacing**

Between The Construction Manager:

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

And the Subcontractor:

Shaw Contract Flooring Services, Inc. d/b/a Spectra Contract Flooring
6684 Jimmy Carter Boulevard Norcross, GA 30071 US

The Project Name:

Brookline - Driscoll School
64 Westbourne Terrace Brookline, MA 02446 US

The Owner Name:

Town of Brookline
333 Washington Street Brookline, MA 02445 US

The Architect:

Jonathan Levi Architects LLC
Mark Warner

ARTICLE 1

THE WORK

1.1 The Subcontractor and the Construction Manager agree that the labor, services, materials and equipment to be furnished and the work to be performed by the Subcontractor shall include the following described items (herein the "Work") in connection with the construction of the Project:

Furnish all labor, materials, equipment and services required to complete all SYNTHETIC TURF SURFACING WORK, per Bid Package 32B, for the Michael Driscoll School Project located in Brookline, MA. All work shall be in strict accordance with the following:

1. Driscoll School (Brookline, MA), PROJECT MANUAL, Volume I of III (Divisions 00 – 01), as prepared by Jonathan Levi Architects dated April 16, 2021.
 - a. Includes Construction Manager's Supplementary Conditions (GBCo. Project Manual).
2. Driscoll School (Brookline, MA), PROJECT MANUAL, Volume II of III (Divisions 02 – 14), as prepared by Jonathan Levi Architects dated April 16, 2021.
3. Driscoll School (Brookline, MA), PROJECT MANUAL, Volume III of III (Divisions 21 – 33), as prepared by Jonathan Levi Architects dated April 16, 2021.
4. Driscoll School (Brookline, MA), DRAWINGS, Volume 1, as prepared by Jonathan Levi Architects dated April 16, 2021.
5. Driscoll School (Brookline, MA), DRAWINGS, Volume 2, as prepared by Jonathan Levi Architects dated April 16, 2021.
6. Driscoll School (Brookline, MA), DRAWINGS, Volume 3, as prepared by Jonathan Levi Architects dated April 16, 2021.
7. Driscoll School (Brookline, MA), ADDENDUM NO. 1 as prepared by Jonathan Levi Architects dated April 23, 2021.
8. Driscoll School (Brookline, MA), ADDENDUM NO. 2 as prepared by Jonathan Levi Architects dated May 5, 2021.
9. Driscoll School (Brookline, MA), ADDENDUM NO. 3 as prepared by Jonathan Levi Architects dated May 7, 2021.
10. Michael Driscoll School; BP 32B – Synthetic Turf System Proposal Form (ibidpro Bid Package #8864.32B).
11. All Bidding Documents (Drawings & Specifications) dated 02/15/21, including Addenda No. 1 through #6, as prepared by Jonathan Levi Architects, were superseded by the Contract Documents dated 04/16/21 and Addenda No. 1 through #3 (as referenced above, Items #1 through #9).
12. MDS; GBCo. Scope Notes & Clarifications for BP 32B – Synthetic Turf (Shaw Sports Turf).

1.2 The Subcontractor shall be held accountable for, and the Work also includes but is not limited to, the following: furnish all labor, staff, administration, and supervision; furnish, supply and/or install all equipment, material, supplies, tools, machinery, apparatus, scaffolding, hoisting, transportation, unloading and handling; do all things required to fully complete the Work described above on the Project; all in strict compliance with the requirements, terms and conditions set forth in this Agreement (hereinafter "Agreement"); the Plans, Drawings and Specifications prepared by the Architect/Engineer; and the Contract Documents as defined in this Agreement. (hereinafter included as part of the "Work").

1.3 The Subcontractor expressly represents and warrants to Construction Manager that Subcontractor holds special knowledge, training, and experience in such Work, and that Subcontractor shall provide everything required or necessary to complete such Work to the highest standards of such workmanship in the industry, regardless of whether all items, materials, equipment or requirements are expressed, identified or detailed in this Agreement, the Contract Documents, or in the Plans and Specifications.

1.4 The Subcontractor represents and warrants to the Construction Manager that, prior to executing this Trade Contract Agreement, Subcontractor has carefully read and studied the Contract Documents, the Plans, Specifications and the Project Bid Manual and all aspects and conditions involved or affecting the Subcontractor's Work, and has resolved to Subcontractor's satisfaction every issue relating to the Work. Subcontractor further represents and warrants to Construction Manager that Subcontractor has had adequate time to obtain any written clarifications, interpretations or information related to its Work. The Subcontractor shall carefully study and compare the Contract Documents and shall at once report to the Construction Manager any error, inconsistency or omission he may discover.

1.5 By executing this Trade Contract Agreement, Subcontractor represents that there are no substitutions to the requirements of the Contract Documents other than those items that are specifically identified in writing, provided to, and approved in writing by, Construction Manager prior to the full execution of this Trade Contract Agreement.

ARTICLE 2

TIME OF COMMENCEMENT AND COMPLETION

2.1 The Subcontractor shall proceed with the Work at such time(s) and in such sequences as Construction Manager may direct, including but not limited to additional shifts as necessary and required to comply with the Construction Manager's Schedule, as referenced below, which Schedule may be subject to reasonable adjustment by Construction Manager as working conditions require. The Subcontractor shall execute the Work with promptness and diligence so as to maintain and to meet the Project milestones, Construction Manager's Schedule or updates thereto, and duration of time for such Work. The Subcontractor shall be required to and agrees to complete portions and the whole of the Work by the following anticipated dates:

A. BP 32B – SYNTHETIC TURF MILESTONE SCHEDULE DATES:

1. Commence Preparing Submittals and Shop Drawings: Immediately upon Notice of Award
2. Complete/Submit all Shop Drawings & Submittals: Within Four (4) to Five (5) Weeks upon Award
3. Mobilize onsite: March 2024
4. Commence Synthetic Turf Installation: March/April 2024
5. Complete all Synthetic Turf Work: May 2024

A. GENERAL PROJECT MILESTONE SCHEDULE DATES:

1. Start Construction: June 14, 2021
2. Commence Concrete Foundations: November 2021
3. Commence Steel Erection: March 2022
4. Building Weather-Tight: December 22, 2022
5. New School Building Certificate of Occupancy: August 16, 2023
6. New School Building Ready for Students: September 1, 2023

7. Commence Demolition of Existing School: September 15, 2023
 8. Commence Landscaping and Site Improvements Work: Spring 2024

MILESTONE SCHEDULE DATES may be subject to LIQUIDATED DAMAGES in accordance with terms of the contract between the Construction Manager and Subcontractor, as further prescribed by the Owner-CM Contract (and General Conditions).

Per Article 4.4 of the Owner-CM Contract, the amount of LIQUIDATED DAMAGES is \$3,000.00/Day.

2.2 The Subcontractor is cautioned that schedules and milestones are subject to review and revision, and in such event, such revisions will be made available for the Subcontractor's information at the jobsite office of the Construction Manager. It is the sole responsibility of the Subcontractor to attend job meetings, keep itself informed of any revisions, and conform to any such revisions.

2.3 In the event that the Subcontractor should fail to maintain the Construction Manager's Schedule, milestones as established above, or the duration of times in the Construction Manager's Schedule, the Construction Manager reserves the right, after forty-eight (48) hours written notice, either by letter or email to the Subcontractor, to procure the materials, equipment, and labor necessary to proceed with, or to complete the Work, or any portion thereof, and charge the cost, expense and damages thereof to the Subcontractor, and/or to exercise such other remedies as are available in this Agreement or otherwise under applicable law.

ARTICLE 3

THE CONTRACT SUM

3.1 The Construction Manager agrees to pay the Subcontractor for the satisfactory performance of the Work the total sum of:

TWO HUNDRED TWENTY-EIGHT THOUSAND SEVEN HUNDRED SEVENTY-EIGHT DOLLARS 0/100

Contract Amount: \$ 228,778.00

Diverse Business participation: \$ 48,000.00

TWO HUNDRED TWENTY EIGHT THOUSAND SEVEN HUNDRED SEVENTY EIGHT DOLLARS AND ZERO CENTS (\$228,778.00)

M/WBE Participation: This subcontract amount includes approximately twenty one percent (21%) WBE Participation (\$48,000.00). Participation shall be substantiated in accordance with Section 7 of the Proposal Form (32B). Properly completed Letter of Intent and Schedule for Participation forms must be submitted with fifteen (15) days of contract award. Monthly "waivers of lien" showing payments to MBE and/or WBE Sub-subcontractors shall be required as a condition of payment.

The above contract amount includes the following Allowances in accordance with Section 10 of the Proposal Form (32B): N/A

The following Labor Rates are in accordance with Section 8 of the Proposal Form (32B):

*Note that labor rates will need to be submitted, reviewed & approved prior to any work performed on a "time & materials" basis, whether for work performed under the Allowances or as a Change Order. For example, all "billable" rates shall equal the rate paid to employees.

*All labor rates utilized for this Project shall be in accordance with Article VII of the General Conditions of the Contract.

In current funds subject to additions and deductions for changes, as may be agreed upon, and to make payments on account thereof as follows:

3.2 On the established day of each month, the Subcontractor shall deliver to the Construction Manager a detailed statement acceptable to the Construction Manager, and if required, supported by receipts, vouchers, etc. showing values of all materials delivered and Work completed up to the established billing date for which payment is requested. Monthly and final payments will be made to the Subcontractor by electronic funds transfer within seven (7) calendar days after receipt of payment by the Construction Manager from the Owner. The retained percentage will be forwarded as soon as received by the Construction Manager from the Owner. It is specifically understood and agreed that payment to the Subcontractor is dependent, as a strict condition precedent, upon the Construction Manager receiving contract payments, including retainage from the Owner. Further, progress construction payments to the Subcontractor are only required to be made from the funds received from the Owner for Work performed by the Subcontractor. Prior to submission of the first statement, the Subcontractor will deliver to the Construction Manager, for review and approval, a detailed breakdown of this contract sum showing a schedule of values for the various parts of the Work. Once accepted, this schedule of values will be used as a basis for checking the Subcontractor's monthly statement. This schedule of values shall not be front-end loaded.

3.3 The amount of each progress payment to the Subcontractor shall be equal to the percentage of completion allowed to the Construction Manager for the Work of the Subcontractor, applied to the Contract Amount or Sum of the Agreement, plus the amount allowed for materials and equipment suitably stored by the Subcontractor, less the percentage retained from payments to the Construction Manager. The Construction Manager shall make available to the Subcontractor evidence of percentages of completion certified on its account.

3.4 The Subcontractor shall, with the second and each succeeding monthly request for payment, submit receipts and/or an affidavit and waiver of lien showing all payments made for labor, services, equipment and materials and on account for all Work covered in the previous months' request for payment. Affidavit and waiver of liens are required to be submitted from Subcontractors' suppliers and/or trade subcontractors (all tiers) monthly. The Subcontractor agrees to use the progress payment waiver as well as the release and the final waiver and release forms as referenced or incorporated into this Agreement. The Subcontractor shall be required to execute a final waiver and release as a condition precedent to receiving final payment.

3.5 Ten percent (10%) of each payment shall be retained, at the discretion of the Construction Manager, unless specific provisions to the contrary are indicated in the Contract Documents.



3.6 No payment made under this Agreement, including the final payment, shall be evidence of proper performance of the Work, either wholly or in part, and no payment shall be construed as an acceptance of defective, non-compliant or improper Work or materials.

3.7 Provided the Construction Manager is not in default of the payment terms to this Agreement, the Subcontractor shall save and keep the Construction Manager, its Surety, if applicable, the Owner, and the Owner's property free and clear from all mechanics' and materialmen's liens, construction liens, and all other liens as well as any and all bond claimants, bond claims, or any other claims or actions, legal or equitable, arising out of the Subcontractor's Work hereunder. In the event that any such lien, bond or other claim or action is asserted, threatened or filed by anyone claiming by, thru, or under the Subcontractor, then the Subcontractor shall remove and discharge same, either by bonding or otherwise removing, paying or releasing same, within five (5) calendar days of the notice of such lien, claim or action.

3.8 At all times, Construction Manager, in its sole discretion, shall have the right but not the obligation to make direct payment or joint check payment to any of the Subcontractor's lower tier subcontractors, materialmen, laborers, suppliers and/or lienors, and to automatically deduct such amounts from the Subcontractor's Contract Amount. Subcontractor hereby agrees to cooperate as necessary to facilitate such direct or joint check payments and will promptly execute any and all documents reasonably requested by Construction Manager for that purpose. Notwithstanding the foregoing, and unless a condition of the initial contract award, Construction Manager shall pay Subcontractor's Trade-Subcontractors, materialmen, laborers, suppliers, and/or lienors directly only after (1) providing fourteen (14) day's prior written notice of intent to do so and (2) Subcontractor fails to cure the condition that is the basis for such proposed direct payment during the fourteen (14) day notice period.

3.9 The Subcontractor further agrees that a material breach by Subcontractor of any other Agreement between Construction Manager and Subcontractor, shall constitute a breach under this Agreement. In the event of such a breach, in addition to any other right or remedy at law or in equity, the Construction Manager shall also have the right to apply any payments due Subcontractor under this or other Agreement(s) as a set-off to satisfy any unpaid expenses, costs, claims, or Damages incurred by Construction Manager under this Agreement.

3.10 The Construction Manager shall have the right, at Construction Manager's sole discretion, to process all Subcontractor payments, including all progress payments as well as the final payment, using an Electronic Billing System ("Electronic Billing System"), which is an automated third party web-based system that operates as an automated clearing house for electronic payments. Construction Manager may elect to withdraw or terminate use of the Electronic Billing System in its sole discretion. Any Subcontractor cost of registering with or using the Electronic Billing System is included herein. Subcontractor shall comply with the billing instructions included in the Prime Contract and/or provided by the Construction Manager in writing, including any instructions related to the Electronic Billing System.

ARTICLE 4

THE CONTRACT DOCUMENTS

4.1 The Contract Documents consist of: (i) this Agreement and any documents referred to herein or exhibits attached hereto; (ii) the Contract between the Owner and the Construction Manager ("Prime Contract"), including all conditions, exhibits and documents referred to or incorporated into the Prime Contract, including but not limited to the Drawings, Plans and Specifications for the Project; and (iii) any modifications or amendments to this Agreement as provided herein.

4.2 The Subcontractor agrees to perform the Work in strict compliance with the Contract Documents, and subject to the final approval of the Architect/Engineer and/or other specified representative of the Owner.

4.3 To the extent of Subcontractor's Work, the Subcontractor agrees to be bound to and assume toward the Construction Manager all of the obligations and responsibilities that the Construction Manager, by those documents, assumes toward the Owner. Contract Documents are available, at reasonable times, at the office of the Construction Manager for examination by the Subcontractor.

4.4 If there is a provision for liquidated damages in the Contract Documents, the Subcontractor shall be liable to the Construction Manager for any liquidated damages for which the Construction Manager is held responsible by reason of the failure of the Subcontractor to prosecute the Work pursuant to this Agreement. The flow down of such liquidated damages to the Subcontractor is not intended as the Construction Manager's sole and exclusive remedy for the Subcontractor's untimely performance or delays, and Construction Manager further reserves all other rights, remedies and damages as set forth in this Subcontractor Agreement or in equity.

ARTICLE 5

INDEMNITY

5.1 **FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE SUBCONTRACTOR AGREES TO INDEMNIFY, DEFEND AND HOLD THE CONSTRUCTION MANAGER, THE OWNER, THE ARCHITECT/ENGINEER, AND ALL OF THEIR AGENTS AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, DEDUCTIBLES AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OR FAILURE IN PERFORMANCE OF THE SUBCONTRACTOR'S WORK UNDER THIS AGREEMENT PROVIDED THAT ANY SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE ARISES OUT OF OR RESULTS FROM ANY OF THE FOLLOWING:**

- (a) **BODILY INJURY, SICKNESS, DISEASE, OR DEATH, OR INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY INCLUDING THE LOSS OF USE RESULTING THEREFROM, TO THE EXTENT CAUSED BY ANY NEGLIGENT ACT OR OMISSION OF THE SUBCONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE SUBCONTRACTOR, OR ANYONE FOR WHOSE ACTS THE SUBCONTRACTOR MAY BE LIABLE, REGARDLESS OF WHETHER CAUSED IN PART BY A PARTY INDEMNIFIED HEREUNDER;**
- (b) **ANY ACT OR OMISSION OF THE SUBCONTRACTOR OR ANY OF ITS TRADE-SUBCONTRACTORS, OF ANY TIER OR ANY PERSON OR ENTITY FOR WHOSE ACTS OR OMISSIONS ANY OF THEM MAY BE LIABLE;**
- (c) **THE INACCURACY OF ANY WARRANTY OR REPRESENTATION BY THE SUBCONTRACTOR GIVEN IN ACCORDANCE WITH OR CONTAINED IN THE CONTRACT DOCUMENTS;**
- (d) **ANY BREACH OF THIS AGREEMENT BY THE SUBCONTRACTOR AND/OR ITS TRADE-SUBCONTRACTORS OF ANY TIER;**
- (e) **ANY CLAIMS BY EMPLOYEES OF THE SUBCONTRACTOR AND/OR ITS TRADE-SUBCONTRACTORS OF ANY TIER, INCLUDING, WITHOUT LIMITATION, THOSE ALLEGING EMPLOYMENT DISCRIMINATION, WRONGFUL TERMINATION OR SEXUAL HARASSMENT;**
- (f) **ANY CLAIMS OF THE TRADE-SUBCONTRACTORS OF ANY TIER, INCLUDING WITHOUT LIMITATION, THOSE FOR ADDITIONAL COMPENSATION AND CLAIMS**

AGAINST THE SUBCONTRACTOR'S OR CONSTRUCTION MANAGER'S BOND; OR

(g) ANY OTHER WRONGFUL OR NEGLIGENT ACT OR OMISSION OF THE SUBCONTRACTOR OR ANY OF ITS TRADE-SUBCONTRACTORS, OF ANY TIER OR ANY PERSON OR ENTITY FOR WHOSE ACTS OR OMISSIONS ANY OF THEM MAY BE LIABLE.

SUCH OBLIGATIONS SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR OTHERWISE REDUCE ANY OTHER RIGHT OR OBLIGATION OF INDEMNITY WHICH WOULD OTHERWISE EXIST AS TO ANY PARTY OR PERSON DESCRIBED IN THIS PARAGRAPH. IN ANY AND ALL CLAIMS AGAINST THE CONSTRUCTION MANAGER, OR ANY OF ITS AGENTS OR EMPLOYEES, BY ANY EMPLOYEE OF THE SUBCONTRACTOR, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE SUBCONTRACTOR, OR ANYONE FOR WHOSE ACTS HE MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION UNDER THIS PARAGRAPH 5.1 SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE SUBCONTRACTOR UNDER WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS.

The provisions of this subparagraph 5.1 and the obligations of the Subcontractor hereunder shall survive Final Completion or Termination of this Agreement.

5.2 The obligations of the Subcontractor under paragraph 5.1 shall not extend to the liability of the Architect/Engineer, his agents, or employees, arising out of: the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications and/or the giving of or failure to give directions or instructions by the Architect/Engineer, his agents or employees, providing such giving or failure to give is the primary cause of the injury or damage.

ARTICLE 6

PERFORMANCE BOND AND LABOR AND MATERIAL BOND; INSURANCE

6.1 If required by the Construction Manager in Article 12 of this Agreement, the Subcontractor shall provide with this executed agreement a 100% Performance Bond and a 100% Labor and Material Payment Bond, both issued in an amount equal to the Contract Sum of this Agreement. Bonds and the accompanying Power of Attorney shall be issued on bond forms acceptable to the Construction Manager and shall name the Construction Manager as the Obligee. Such bonds shall be issued by a Surety currently listed on the US Treasury's Listing of Certified Companies and have a minimum AM Best Rating of A-, FSC VII, unless otherwise agreed by the Construction Manager in writing. Notwithstanding any other provisions of the Agreement to the contrary, failure to timely issue the bonds in accordance with the provisions of this Article shall be deemed a material breach of this Agreement. The penal sum of any bonds issued by any of the Subcontractor's sureties shall be automatically and immediately increased in an amount equal to any increase in the Trade Contract Sum without notice to Subcontractor or any of Subcontractor's sureties.

6.2 The Subcontractor is required to comply with the Construction Manager's Subcontractor prequalification procedures which, include in part allowing the Construction Manager to review the Subcontractor's most current reviewed, compiled, or audited financial statement. At any time during the performance of this Agreement, upon the request of the Construction Manager, the Subcontractor shall provide its most current financial information to the Construction Manager for review. Failure to comply with this requirement shall constitute a material breach of this Agreement.

6.3 Before the commencement of its Work, entering the Project site (at any time), or no later than ten (10) days after signing the Trade Contract, Subcontractor shall provide evidence that it has obtained the insurance required by this Article as well as that which is legally required by any US federal or state laws where the work is performed. This insurance shall be placed with a company or companies rated A-, FSC VII or better by A.M. Best and licensed to do business in the jurisdiction(s) in which the work is performed.

The commercial general liability, excess liability, pollution liability and professional liability insurance required in this Article shall be maintained continuously until the later of the period of the statute of limitations or the statute of repose for the types of claims covered by the particular policy type. All other insurance required in this Article shall be maintained continuously until final payment is made to Subcontractor for its work.

Any insurance required of Subcontractor shall protect the Subcontractor from claims which may arise for which the Subcontractor may be legally liable, whether such operations be by the Subcontractor, by a its trade subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The insurance limits and types required in this Article are minimum requirements (and are subject to any broader terms required by Owner) and are denominated in US Dollars.

Subcontractor shall require, except as it relates to limits of liability, its subcontractors of all tiers to meet the same insurance requirements as are required of it in this Agreement.

If the Project is insured by a wrap-up insurance program, then Subcontractor shall refer to both the Project wrap-up manual and any insurance related addendum to the Prime Contract (incorporated herein as a Contract Document) for any additional or alternate insurance obligations.

If the Subcontractor shall fail to provide any or all of the required insurance described hereunder, Construction Manager may elect to take out said prescribed insurance in the name and at the expense of Subcontractor without limitation of any other rights that Contractor may have.

It is solely Subcontractor's obligation to ensure that it provides the appropriate insurances required in the jurisdiction(s) in which the work is being performed, and that it has included all relevant costs. Subcontractor waives any rights it has against Construction Manager for premiums, claims, penalties, deductibles, or other costs incurred as a result of Subcontractor's failure to provide insurance required by law.

(a) **Workers' Compensation and Employer's Liability.** Subcontractor shall provide workers compensation and employer's liability insurance in any jurisdiction(s) where the work is being performed or where benefits may be applied. The workers' compensation insurance shall include a Voluntary Compensation Coverage Endorsement. When performing work in any monopolistic state or territory the Subcontractor shall provide evidence of "stop gap" insurance in addition to workers' compensation. Subcontractor shall provide the insurance required in this Article whether or not Subcontractor hires all or none of its employees directly, uses temporary employees and/or uses other labor services. Subcontractor shall require any firm providing labor services to it to provide all of the same workers' compensation and employer's liability coverages as are required of Subcontractor in this Article and shall require the firm providing the labor services to schedule the Subcontractor on an Alternate Employer Endorsement attached to its workers' compensation policy. Subcontractor agrees to comply with any requests by the Construction Manager to verify coverage is being provided for leased or temporary employees. If Subcontractor is leasing labor to Construction Manager, then Subcontractor shall attach the alternate employer endorsement to its workers' compensation policy, and shall schedule the Construction Manager and this Agreement on the form. The employer's liability (or "stop gap" in monopolistic states) coverage shall provide limits of not less than \$500,000 bodily injury by accident per accident, \$500,000 bodily injury by disease policy limit, and \$500,000 bodily injury by disease per employee. When working on projects governed by defense base act including public works jobs where required and military bases Subcontractor is responsible to ensure that it has purchased this coverage. For all jobs with exposure to the United States longshoreman act or maritime act, Subcontractor shall ensure that workers compensation policies are endorsed to cover such exposures.

(b) **Commercial General Liability (“CGL”).** Subcontractor shall provide CGL coverage equivalent to the most recent edition of the ISO CG 00 01 occurrence form. This insurance shall:

- (1) Include coverage for explosion, collapse and underground hazards (the “XCU” hazards)
- (2) Include contractual liability coverage for bodily injury and property damage arising out of premises-ongoing operations and products-completed operations without any limitation;
- (3) Not include any residential limitations (or exclusions) or prior work exclusions unless approved in writing by Construction Manager’s risk manager;
- (4) Provide limits not less than \$1,000,000 per occurrence (Bodily Injury and Property Damage), \$1,000,000 personal and advertising injury, \$2,000,000 general aggregate, \$2,000,000 products-completed operations aggregate and \$5,000 medical expense. The general aggregate limit shall be on a per project basis;
- (5) Not contain a subsidence exclusion; and
- (6) Not contain, if Subcontractor is installing any EIFS system, an EIFS exclusion (or must contain an EIFS liability policy in the amount of \$1,000,000/\$2,000,000).

If Subcontractor’s work is to be performed within fifty (50) feet of any railroad property, or affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing, then the most current version of endorsement ISO CG 24 17 (or its equivalent) shall be attached to the CGL.

(c) **Business Automobile Liability Policy (“BAP”).** Subcontractor shall provide BAP insurance with limits not be less than \$1,000,000 combined single limit for each accident which includes coverage for claims for damages due to bodily injury or property damage arising out of the ownership, maintenance, or use of any land motor vehicle (including trailer or semitrailer) designed for use on public roads. Coverage shall be provided for any owned, non-owned or hired vehicle. This insurance shall also include contractual liability coverage. If the Commercial general liability form edition date is 12/04 or later then the commercial auto policy must also include the CA 0051 endorsement: Mobile equipment subject to the motor vehicle laws endorsement.

If Subcontractor will be hauling or transporting any hazardous materials as defined in paragraph (f) below, then this insurance shall include the most current version of the ISO CA 99 48 Broadened Pollution Liability Endorsement and the MCS 90 endorsements, or their equivalent.

If Contractor’s work is to be performed within fifty (50) feet of any railroad property or affecting any bridge or trestle, tracks, roadbeds tunnels, underpass or crossing, then the most current version of ISO CA 20 70 (or its equivalent) shall be attached to the auto policy.

(d) **Excess (or Umbrella) Liability.** Subcontractor shall provide occurrence-based follow-form excess (or umbrella) liability insurance which shall provide coverage excess over its employer’s liability, CGL and BAP insurance. The excess (or umbrella) coverage limits shall not be less than \$5,000,000 each occurrence and \$5,000,000 annual aggregate.

If Subcontractor’s Work requires it to provide a crane used to hoist, lower and horizontally move a suspended load then:

- (1) If the crane is a tower crane, such limits shall be increased to \$25,000,000 per occurrence/\$25,000,000 in aggregate; or
- (2) If the crane is other than a tower crane, then such limits shall be increased to \$10,000,000 per occurrence/\$10,000,000 in aggregate.

The liability limits required by Subcontractor under this agreement for the primary CGL insurance and the Excess liability insurance may be satisfied thru any combination of limits contained on either the primary or excess liability or combined policies of insurance.

(e) **Professional Liability.** If the Subcontractor’s scope of work (including the scope of any of its subcontractors or subconsultants) includes providing professional services that include, but are not limited to, performing: architecture, engineering, landscape architecture, land surveying or planning, geological investigation, interior design/space planning, preparation and signing or stamping of drawings, maps, surveys or construction specifications, consulting, programming or design and development of computer software or websites by the Subcontractor or by subcontractors on behalf of the Subcontractor, the Subcontractor shall provide professional liability insurance with limits not less than \$1,000,000 each claim and \$1,000,000 annual aggregate. Such coverage shall include a prior acts endorsement and shall be maintained for at least 6 years (or the statutory period of repose under prevailing state law) after completion of the work or such longer time as required by the General Contract Documents. If Subcontractor is subcontracting out its entire scope of professional services, then in lieu of Subcontractor providing professional liability insurance, Construction Manager will accept proof of the professional liability insurance required in this Article from each person or entity who is performing the professional services on behalf of Subcontractor.

The retroactive date on all professional liability policies provided by Subcontractor or any of its subcontractors shall precede the start of any work.

(f) **Contractor’s Pollution Liability.** If the Subcontractor’s scope of work (including the scope of any of its subcontractors or subconsultants) includes providing pollution services that include, but are not limited to, performing: investigation and characterization of contamination of land, groundwater or structures, demolition of structures, abatement of hazardous or regulated materials (Hazardous or regulated materials shall include, but are not limited to, asbestos, petroleum products, lead, mold, mercury or polychlorinated biphenyls (“PCBs”)), remediation of contaminated soil or groundwater including transportation and disposal of contaminated media, installation or removal of underground storage tanks, or any storage, transportation or disposal of materials that are hazardous or regulated under environmental laws by the Subcontractor or by subcontractors on behalf of the Subcontractor, the Subcontractor shall provide Contractor’s Pollution Liability Insurance with limits not less than \$5,000,000 each occurrence and \$5,000,000 annual aggregate.

If Subcontractor is subcontracting out its entire scope of pollution services, Construction Manager may accept proof of the pollution liability insurance required in this Article from each person or entity who is performing the pollution services on behalf of Subcontractor.

If Subcontractor’s scope of work includes mold/fungus remediation or the Project involves any residential, health care, custodial care or educational occupancy, then the contractor’s pollution liability insurance shall include mold/fungus liability coverage in the amount of the contractor’s pollution limits required herein.

All insurance required in this paragraph shall include coverage for bodily injury and property damage liability, defense costs, and clean-up costs and shall provide non-owned off-site disposal coverage if hazardous or regulated materials will be transported to a disposal site. The retroactive date on all pollution liability policies provided by Subcontractor or any of its subcontractors shall precede the start of any work. Owner, Construction Manager and all required indemnitee parties shall be included as additional insured.

(g) **Contractor's Equipment; Property; Riggers Liability Contractor's Equipment; Property; Riggers Liability.** Subcontractor shall maintain all-risk property insurance including coverage for the full replacement cost value of (i) its tools, equipment (including mechanical heavy equipment) and other property, whether owned, rented or borrowed, the capital value of which is not intended to be incorporated into the Project and (ii) any property intended to be incorporated into its Work while in-transit to the Project Site or stored away from the Project Site.

If Subcontractor's Work includes move management services such that it is responsible for: moving of personal property from one location to another (or within a single location), storage of personal property at one or more locations and/or installation of personal property then it shall provide an installation floater covering such exposures for the full replacement cost of such property.

To the extent the Subcontractor's Work requires it to provide a crane to hoist, lower or otherwise move a suspended load, then it shall provide riggers liability insurance. The limit for this coverage shall equal or exceed the full replacement cost value of the most expensive hoist intended to be made within its Scope of Work. This insurance shall name Construction Manager and Owner as loss payees to this insurance.

(h) **Cyber Liability Insurance.** If the Subcontractor's scope of work involves working on Building Information Systems, Security / Access Control Systems or Tel/Data Systems, the Subcontractor shall provide Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving: infringement of intellectual property (including but not limited to infringement of copyright, trademark, and trade dress), invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

(i) **Additional Insured.** For purposes of this Article "Additional Insureds" shall mean (1) the Construction Manager (and its partners or members if Construction Manager is a joint venture or LLC), (2) Owner, (3) both Owner and Construction Manager's officers, directors and employees, (4) any person or entity requested by Construction Manager or Owner, and (5) any other person or entity required to be added as an additional insured by the Contract Documents. The Additional Insureds shall be named as additional insureds on Subcontractor's CGL, BAP, excess liability, umbrella liability and contractor's pollution liability insurance policies. Such additional insured coverage shall:

1. Be provided on a primary, non-contributory basis;
2. Provide additional insured status to all indemnitee parties for whom you have agreed by this written contract or agreement to provide such coverage;
3. Provide the Additional Insureds with coverage for actual or alleged bodily injury, property damage and personal and advertising liability arising out of any premises-ongoing operations and/or products-completed operations;
4. Be provided on any version of ISO forms CG 20 10 (10 01) and CG 20 37 (10 01), or an equivalent that has been approved by Construction Manager prior to the Subcontractor entering the site; and
5. Remain in effect for the same duration that the insurance required under this Article shall be in effect.

If Subcontractor's policy limits are greater than the minimum limits of liability required in this Article for a type of insurance, then the full extent of those policy limits shall also be available to the Additional Insureds. Any of Subcontractor's excess or umbrella liability policies shall be expressly endorsed to state that coverage for the Additional Insureds is primary and that the insurer will not seek contribution from any other insurance available to the Additional Insured.

(j) **Self-Insured Retentions (SIR's); Deductibles.** Subcontractor is responsible for any Deductible or Self Insured retentions. Any SIR in excess of \$250,000 must be approved by Construction Manager. Subcontractor shall be considered a self-insurer with respect to its additional insured obligations under paragraph (h) for any self-insured retention or deductible applied by its insurer to any of the Additional Insureds.

(k) **Certificates of Insurance.** Subcontractor shall provide a Certificate of Insurance to the Construction Manager to evidence its compliance with the insurance obligations in the Contract. The Certification of Insurance shall:

1. State the additional insured form, primary and non-contributory and waiver of subrogation coverage being provided in the description of operations section. Any schedule required in such endorsements shall include all parties as additional insureds including any and all indemnities as specified in the Prime Contract. Acceptable language shall include "for whom you have agreed in a written contract";
2. Include evidence of §6.3(i) any self-insured retentions and (ii) project name and number; and
3. Include as an attachment a hard copy of any compliant documentation which evidences the CGL additional insured endorsement coverage required in §6.3(i) above.

Construction Manager's acceptance of any certificate of insurance or coverage provision in no way waives Construction Manager's right to later assert that Subcontractor did not provide insurance in conformance with the Contract Documents. If Subcontractor fails to comply with its insurance obligations under the Contract Documents, then Construction Manager may withhold monthly progress payments and may be considered a material breach of this agreement.

Upon request, Subcontractor shall provide Construction Manager with any certificate of insurance, coverage provision or certified copy of any insurance policy applicable to coverage required of Subcontractor in the Contract Documents. Subcontractor shall endorse its policies to provide a minimum of 30 days' cancellation notice to Construction Manager. Evidence of the insurance required in this Article shall also be provided any time after the work is completed but Subcontractor has re-entered the Project site.

(l) **Waiver.** Subcontractor agrees to waive any right of action against Construction Manager (and its partners if CM is a joint venture or its members if an LLC), Owner, and any others required to be provided a waiver by the Contract Documents (collectively the "Waiver Parties") for recovery of loss and/or damages to the extent covered, or that should have been covered, by the insurance required of Subcontractor in the Contract Documents or any other insurance provided by Subcontractor which is applicable to the Project. Such waivers shall be provided by specific endorsement if the policy itself does not otherwise provide the required language.

ARTICLE 7

WARRANTY

7.1 The Subcontractor warrants to the Owner and the Construction Manager that all materials and equipment furnished will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents.

7.1.1 All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

7.1.2 If required by the Construction Manager, the Subcontractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. In addition to any other warranty or guarantee as required by the Contract Documents or this Agreement, the Subcontractor agrees to promptly make good, without cost to the Owner or Construction Manager, any and all defects, due to faulty workmanship, equipment and/or materials, which may appear within a guarantee or warranty period so established in the Contract Documents.

7.1.3 If no such period is otherwise stipulated in the Contract Documents, then such warranty and guarantee shall be for a period of one (1) year from date of substantial completion of the entire Project. The extent or limitations on warranties granted by manufacturer or other parties by others shall not relieve the Subcontractor of any of its responsibilities pursuant to the Trade Contract Agreement or otherwise at law or in equity.

7.2 The warranty of materials, equipment and workmanship defined in 7.1 and its subparts is separate from, independent of, and in addition to any other guarantees or warranties required by the Contract Documents. To the extent of Subcontractor's Work, the Subcontractor shall extend to Construction Manager the same warranties and guarantees that the Construction Manager may be obligated to extend to the Owner or others by the Contract Documents.

7.3 Warranty and guaranty documentation issued by the Subcontractor shall clearly define what is to be warranted or guaranteed; the extent, terms, conditions, time and effective dates, which shall comply with the Contract Documents. The Subcontractor further agrees to provide any and all warranty and guarantee documentation as required by the terms of the Contract Documents as a condition precedent to final payment.

7.4 Warranties or guarantees shall not commence to run until:

- a. The actual completion of the Subcontractor's work,
- b. The date of Substantial Completion of the project,
- c. The Owner is in possession of and accepts all the specified guaranty and/or warranty documentation,
- d. All turnover meetings, training, and other activities are complete, and
- e. The Owner has received the specified close out documentation including, without limitation, any tools, materials and manuals for the operation and maintenance of the system/equipment.

7.5 If specified in the Contract Documents and prior to the date of Substantial Completion of the project the Owner or Construction Manager occupies or uses any separate unit of the Work, the Subcontractor shall include all costs associated with extending the guarantee/warranty period to cover the period in advance of the date of Substantial Completion of the project and the specified period after the date of Substantial Completion. The Subcontractor shall also provide maintenance during this extended period.

7.6 If repairs or corrections are required in connection with the guaranteed Work, the Subcontractor shall, promptly, within 48 hours after receipt of notice from the Construction Manager or Owner and without expense to the Owner or Construction Manager, commence and continue to effect such repairs or corrections to:

- a. Place in satisfactory condition all of such guaranteed Work and correct all defects therein; and
- b. Make good all damage to the structure, finishes or site or equipment or contents thereof, which, in the opinion of the Architect, Engineer and Construction Manager is the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Contract;
- c. Repair or replace any adjoining or obstructing trade work necessarily disturbed by the remediation of Subcontractor's defective Work, regardless of whether that work was initially part of Subcontractor's scope.

7.7 Notifications by Owner of defects shall stop the warranty time period. The guarantee or warranty period for that replaced or restored work shall be reinstated for the remaining time period, starting on the date of acceptance of the replaced or restored work.

7.8 If the Subcontractor after notice fails to proceed within 48 hours to commence and continue to comply with the terms of the guarantee, the Owner or Construction Manager may have the defect corrected in which case the Subcontractor and his surety, if applicable, shall be liable for all expenses incurred.

7.9 All special guarantees or warranties applicable to specific parts of the Work that may be set forth in the Contract Documents shall be subject to the terms of this Article at a minimum during the first year of the life of such special guarantee.

7.10 Nothing contained in this Article shall be construed to establish a period of limitation with respect to any other obligation which the Subcontractor might have in law or equity.

7.11 In the event the Work of the Subcontractor is to be modified by another Subcontractor, either before or after inspection, the first Subcontractor shall remain responsible in all respects under the warranty given in Article 7 and under any other warranties provided in the Contract Documents or by law. However, the first Subcontractor shall not be responsible for any defects in material or workmanship introduced by the Subcontractor modifying its work. Both the first Subcontractor and the Subcontractor making the modifications shall each be responsible solely for the work done by each. The Subcontractor modifying the earlier work shall be responsible for any damage to or defect introduced into the Work, which it is modifying.

7.12 In the event the Project or Subcontractor's Work involves the construction of a condominium, then to the extent of the Subcontractor's Work, the Subcontractor shall extend to Construction Manager the same warranties and guarantees which the Construction Manager is obligated or required to extend to any person(s), company, corporation, partnership, developer, limited liability company, business entity, condominium association, unit owner, or any owner by any applicable rule, code, ordinance or law. The Subcontractor shall further extend directly to any person(s), company, corporation, partnership, developer, limited liability company, business entity, condominium association, unit owner, or any other owner all warranties, guarantees, or protections as may be required by any applicable rule, code, ordinance, requirement or law.

ARTICLE 8

CHANGES IN THE WORK

8.1 The Construction Manager reserves the right, in Construction Manager's sole discretion, to require changes, deviations, additions or deletions to the Work in writing (hereinafter

“Change”), and any adjustment in the Contract Sum or Time shall be pursuant to the procedures and conditions set forth in this Agreement.

8.2 Before proceeding with any Change including, but not limited to, any addition, deletion, deviation or other change, and as a condition precedent thereto, the Subcontractor shall first obtain either a written Change Order (hereinafter “Change Order”) or a written Subcontract Change Directive (hereinafter “SCD”) from the Construction Manager’s Authorized Representative.

8.2.1 Change Order. As a condition precedent to be a valid and enforceable Change Order, the Change Order must be prepared on the Construction Manager’s form and be fully executed by the Subcontractor and one of the Construction Manager’s Authorized Representatives.

8.2.2 Subcontract Change Directive (“SCD”). As a condition precedent to be a valid and enforceable SCD, the SCD must be prepared and executed by one of the Construction Manager’s Authorized Representatives. The Construction Manager shall have the right to issue an SCD to Subcontractor, at any time, directing a Change prior to any agreement on any adjustment, if any, to the Contract Sum or the Contract Time for Subcontractor’s Work, or both.

8.2.3 Upon receipt of either a Change Order or an SCD, the Subcontractor shall proceed diligently with the performance of the Work, including the SCD. If an SCD is issued by Construction Manager, then the Trade Contract shall continue to diligently proceed with such Change pending a final resolution of any adjustments in the Contract Sum and/or Contract Time (hereinafter “Change Claim”) pursuant to the terms and conditions set forth in this Article. For the avoidance of doubt, as used herein, a “Change Claim” shall be inclusive of any and all amounts, costs, payments, compensation, time, extensions, overhead, profit, claims and issues of the Subcontractor arising from or related to such Change, without exception. A Change Order is deemed a final and conclusive resolution and settlement of the Subcontractor’s Change Claim arising from or related to the Change. With respect to any Subcontractor Change Claim, as a condition precedent, the Subcontractor shall have first received an SCD from the Construction Manager and shall have timely complied with the procedures and conditions set forth in this Article 8, including Subsection 8.3. Pending a final determination of the Change Claim, Subcontractor may request payment for certain costs completed under the SCD in its application for payment, however such request is subject to the approval of the Construction Manager and Owner. Any payment issued for SCD is without prejudice to Construction Managers right and defenses, and is subject to a reservation of the procedures and conditions set forth herein. Any failure of the Subcontractor to diligently proceed with a Change Order or an SCD as set forth in this Article 8 shall be a material breach of this Agreement.

8.3 Notwithstanding any other term or provision in this Agreement, as a condition precedent to any Subcontractor’s Change Claim, Subcontractor shall, within seventy-two (72) hours of the occurrence giving rise to such Change Claim, provide Construction Manager with a separate written “Notice of Change Claim” specifying that such Change constitutes extra work for which it believes it is entitled to adjustments in Contract Sum and/or Contract Time, including the amount of such adjustments (hereinafter “Claim Notice”). Subcontractor shall provide all documentary and other written information in support of such Change Claim within five (5) business days of Subcontractor’s Notice of Change Claim to Construction Manager. In addition, Subcontractor shall provide all supplementary information, including any supporting labor, material or other costs documentation or information, requested by Construction Manager within five (5) business days of Construction Manager’s request. At all times material hereto, the Subcontractor shall have no communications directly with the Owner or Architect. Failure of the Subcontractor to timely provide such written Notice of Change Claim, the documentary and other written information in support, and/or the supplemental information requested by the Construction Manager relating to such Change Claim shall be a complete waiver by Subcontractor to any adjustment in Contract Sum and Contract Time related to such Change. In the event of a disagreement as to any adjustment arising from Subcontractor’s Change Claim and SCD as set forth in this Article, then a final determination of the Change Claim shall be made in one of the following methods at Construction Manager’s discretion:

- (a) by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation and agreed upon by the Construction Manager and the Subcontractor; or
- (b) by unit prices stated in the Contract Documents; or
- (c) if no such unit prices are set forth and if the parties cannot agree upon a lump sum, then by actual net cost in money to the Subcontractor of materials and labor (including insurance and applicable taxes) required, plus rental of plant equipment (other than small tools and small equipment) plus compensation for overhead and for profit not to exceed the mark-up set forth in Article 12 of this Agreement. Field overhead will not be considered as part of actual net cost; or,
- (d) by the method provided in subparagraph (i) or (ii) below:
 - (i) For a Change arising from Owner direction, Subcontractor shall be entitled to the additional compensation and/or schedule extension as agreed to and actually paid by, or in the case of a schedule extension, granted by, the Owner. In the event disagreement arises from the Owner’s direction, then Subcontractor agrees to be bound by the Owner’s determination as to whether or not there shall be reimbursement or schedule extension, and to the Owner’s determination as to the amount to be paid and/or schedule extension to be granted, if any; or,
 - (ii) The cost of such work shall be determined by the Construction Manager on the basis of reasonable expenditures and savings of those performing the work attributable to the Change, including, in the case of an increase in the Contract Sum, a reasonable allowance for overhead and profit not to exceed the rates in Article 12 of this Agreement. Further, in such case, and also under clauses 8.3 (c) and 8.4 (d)(ii), the Subcontractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting records, costs and data for inclusion in a change order. Unless otherwise provided in the Contract Documents or this Agreement, cost shall be limited to the following: cost of materials including sales tax and cost of delivery, cost of construction labor including social security, old age and unemployment insurance and fringe benefits required by Agreement or custom; workers or workmen’s compensation insurance; bond premiums; rental value of equipment and machinery; and the additional costs of supervision and field office personnel directly attributable to the Change subject to the Subcontractor complying with and timely providing all such appropriate supporting records, costs and data. Pending final determination of cost, any payments, on account shall be made as determined by the Construction Manager. The amount of credit to be allowed by the Subcontractor for any deletion, including de-scoping any Work, in the Change which results in a net decrease in the Contract Sum will be the amount of the actual net cost as confirmed by the Construction Manager. When both additions and credits covering related work or substitutions are involved in any one Change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any, with respect to that Change.

8.4 **Construction Manager’s Audit.** Construction Manager’s duly authorized representative shall have access, at all reasonable times, to all Subcontractor’s personnel as well as to all Subcontractor’s original books, records, correspondence, instructions, plans, drawings, receipts, vouchers, costs records, project files and reports, and memoranda of every description pertaining to Change for the purpose of auditing and verifying Subcontractor’s net cost arising from the Change, or for any other reasonable purpose. Construction Manager’s representative shall have the right to reproduce any of the aforesaid documents. Subcontractor shall preserve, and shall cause its subcontractors to preserve all the aforesaid documents for a period of not less than two (2) years after final payment or termination of Work or such longer time as may be required by the Contract Documents or applicable law.

8.5 Notwithstanding any other provisions, terms or conditions set forth in this Agreement, including Article 8, and for the avoidance of any doubt, Construction Manager shall not be liable to Subcontractor for any Changes nor for any Change Claims unless and, as a condition precedent, Subcontractor has received either: (i) an SCD has been issued and executed by Construction Manager Authorized Representative, or (ii) a Change Order has been fully executed by the Subcontractor and Construction Manager, in each event as set forth in this Article. As used in this Article 8, the Construction Manager’s Authorized Representative shall be the Project Executive, Project Manager or Chief Purchasing Agent for the Project (herein “Construction Manager’s Authorized Representative”). The Construction Manager may, from time to time, authorize other employees to act as the Construction Manager’s Authorized Representative. Such authorization shall, in writing, identify the individual employee, and the extent of their authority to bind the Construction Manager. Unless so authorized,

Construction Manager's Superintendent and other Project personnel shall not be deemed Construction Manager's Authorized Representative and shall have no authority to issue any Change Order or an SCD, nor shall anyone other than the Construction Manager's Authorized Representatives be authorized to amend, modify, alter or change this Agreement in any manner. The failure of Subcontractor to secure a compliant Change Order or SCD shall be a complete waiver by Subcontractor to any Change Claim by Subcontractor, including but not limited to, any claim for any additional amounts, costs, payments, compensation, extras, repairs to others work, extensions, overhead, profit, or any other remedy or relief. Subcontractor represents and warrants that all Work shall be performed and timely completed by Subcontractor for the Lump Sum Amount set forth in the Contract Sum in Article 3 of this Agreement unless only a Change Order or SCD has been issued pursuant to this Article 8. Neither the conduct of the parties nor the statement, action, promise or activity of any representative of the Construction Manager shall be deemed a waiver, modification, release, excuse or change to the absolute requirement for written a Change Order or SCD to adjust the Contract Sum or Time.

ARTICLE 9

Subcontractor RESPONSIBILITIES

9.1 The Subcontractor shall provide sufficient, safe, and proper facilities at all times for the inspection of the Work by the Construction Manager, Architect, and the Owner, or their authorized representatives. The Subcontractor shall, within twenty-four (24) hours for emergencies involving life-safety, and within forty-eight (48) hours for non-emergency life-safety matters, of receipt of notice from the Construction Manager, proceed to promptly and continuously, until complete, take down all portions of the Work and remove from the grounds and Project site all materials, equipment and/or Work which the Construction Manager, Architect, the Owner, or their authorized representatives shall fail to approve or shall condemn as unsound, defective, improper, non-compliant, or in any way failing to conform strictly to the Contract Documents or this Agreement. The Subcontractor shall at its own expense promptly repair, remedy, replace and correct such Work regardless of whether Subcontractor disagrees with the reason for such Work being condemned or rejected. Further, the Subcontractor shall at its own expense repair and remedy all work damaged or destroyed thereby.

9.2 The Subcontractor agrees, in the performance of this Agreement, to comply with all applicable federal, state, municipal, and local laws, ordinances, codes and governing regulations, to pay all costs and expenses required thereby; to pay all fees, charges, and assessments, and to pay all fringe and other benefits required by Agreement or law. If the Subcontractor observes that portions of the Contract Documents are at variance with applicable laws, statutes, ordinances, building codes, rules and regulations, the Subcontractor shall promptly notify the Construction Manager in writing, and necessary changes shall be accomplished by appropriate modification. If the Subcontractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations without such notice to the Construction Manager, he shall assume full responsibility therefore and shall bear all costs attributable thereto. The Subcontractor shall comply with all applicable federal, state, municipal and local employment and immigration laws and shall act in accordance with all rules, regulations and procedures that may be required to ensure full compliance with all such laws and, if requested or required by Construction Manager, Architect, and/or Owner. At all times, upon request, the Subcontractor shall certify in writing that it is in compliance with all such laws. The Subcontractor shall timely procure and pay for any necessary or required licenses, tax, fine, fee, or permit related to its Work, and shall reimburse and save the Construction Manager and Owner harmless from any violation, fine, tax, fee, proceeding, claim, cost or issue associated with any such laws. The Subcontractor expressly acknowledges and agrees to adhere to, and implement as part of its safety program, Construction Manager's Safety Non-Negotiables, a copy of which has been provided to Subcontractor.

9.2.1 The Subcontractor shall pay all sales, use, consumer, and other similar taxes for the Work or portions thereof furnished or provided by the Subcontractor which are legally required at the time bids or proposals are received, whether or not yet effective. Such taxes are included in the Trade Contract Sum.

9.2.2 In the event of a breach of this Section 9.2 (including any of its sub parts) results in an assessment against and/or payment by either the Owner or the Construction Manager, any amount reasonably required to resolve the claim shall be deducted by the Construction Manager. If the amount of such unpaid taxes exceeds the total of the unpaid Trade Contract Sum and other amounts due to the Subcontractor, the Subcontractor agrees to pay the amount of such excess to the Construction Manager.

9.2.3 State and local governments may require foreign contractors post a bond to assure payment of expenses allocated in this Section 9.2. Providing such bonds and the cost thereof are included by the Subcontractor in the Trade Contract Sum.

9.3 The Subcontractor shall pay all royalties and license fees. Further, the Subcontractor shall defend all lawsuits, proceedings, issues, or claims, including attorneys' fees, for any alleged or asserted infringement of any patent, intellectual, or other property right, and shall save the Owner and Construction Manager harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified, unless otherwise addressed in the Contract Documents or if the Subcontractor has reason to believe or should have known that the design, process or product specified is an infringement of a patent, intellectual or property right. In the event the Subcontractor has reason to believe or should have known that a design, process or product specified is or may be an infringement of a patent, intellectual, or other property right, then the Subcontractor shall be responsible for such loss, damages and attorneys' fees, unless Subcontractor first provided prompt written notice of all such information to the Construction Manager.

9.4 In the event the Subcontractor, at any time, should:

- (a) Refuse, fail or neglect to supply sufficient and properly skilled workers, supervision, equipment, and materials of the proper quality;
- (b) fail in any respect to prosecute the Work timely, in compliance with this Agreement;
- (c) fail in the performance of any obligation or duty of this Agreement;
- (d) become insolvent, enter bankruptcy either voluntarily or involuntarily, have a receiver appointed or make an assignment for the benefit of creditors;
- (e) materially change its financial condition, transfer any material assets, change control or management without Construction Managers' prior written consent;
- (f) become (or if any of its essential personnel becomes) the subject of criminal, debarment or other regulatory proceedings, which in Construction Manager's sole judgment undermines Subcontractor's ability to perform the Work;
- (g) enter into any unauthorized assignment or delegation of this Agreement without Construction Manager's prior written consent;
- (h) have any lien, encumbrance, bond claim, dispute, delay or other claim asserted, filed or threatened under Subcontractor's scope of Work or that arises out of Subcontractor's involvement in the Project, and Subcontractor has not promptly removed, satisfied or paid same;
- (i) fail to remove or otherwise remedy any defective, non-compliant or unapproved Work; and/or
- (j) fail to properly remedy a noticed violation of this Agreement.

Each above event shall constitute a "breach" of this Agreement.

9.4.1 In the event of a breach, Construction Manager after forty-eight (48) hours written notice to the Subcontractor, shall have the right, but not the obligation, to exercise any and all remedies under this Agreement in addition to those available at law or in equity, or both, including without prejudice to any other remedy, the following contractual remedies:

- (a) Investigate the cause of such breach or failure and correct same in any way or manner whatsoever, including, but not without limitation to, the supplementation of Subcontractor's forces, and deduct all such corrective costs, expenses, losses, delay damages, and any other Damages as provided in this Agreement from Subcontractor's Contract Amount; and/or
- (b) Take charge of and complete the performance of this Agreement and the Subcontractor's Work without termination of this Agreement, and in such event shall be permitted to take possession of all Subcontractor's materials, equipment, tools and appliances for such Work, and deduct all such corrective, repair, remediation or completion costs, expenses, delay damages, and any other Damages as provided in this Agreement from Subcontractor's Contract Amount; and/or,
- (c) Terminate further performance by the Subcontractor under this Agreement without further notice or payment, and renegotiate and re-execute a contract or contracts for the completion of the Subcontractor's Work with such persons, firms or companies as may be appropriate in the opinion of the Construction Manager, and in such event, deduct any and all costs, damages, expenses, completion costs, remediation expenses, delay damages, and any other damages as provided in this Agreement from Subcontractor's Contract Amount; and/or,
- (d) Allow the Subcontractor to continue performance and accrue and accumulate any and all costs, expenses, delay damages or other Damages as provided in this Agreement, and deduct same from Subcontractor's Contract Amount; and/or,
- (e) Pursue any and all other remedies that Construction Manager may have at law or in equity.

In the event the Subcontractor should violate any term or provision of this Agreement, then Subcontractor, and its Surety, if applicable, shall be deemed to be liable to the Construction Manager for any and all resulting Damages, losses, costs, expenses, incidental damages, consequential damages, indirect damages, completion damages, correction damages, remediation damages, clean-up costs, repairs, delay damages, including but not limited to liquidated damages, extended field office overhead, extended home office overhead, additional field condition costs, additional supervision, as well as all attorneys' fees (including but not limited to the costs of the Construction Manager's in-house counsel), and such other damages or remedies as may be available in this Agreement, at law or in equity (herein collectively referred to as "Damages"). In the circumstances where Construction Manager has undertaken any involvement in the repair, correction, or completion of Subcontractor's Work, then in addition to the above and to the extent not inconsistent with the Contract Documents, the Construction Manager's contract damages shall also be deemed to include all administrative overhead costs in an amount not less than those percentages for overhead & profit stated in Article 12.1 herein.

9.4.2 In addition to Construction Manager's rights and remedies as set forth in this Agreement, in the event the Subcontractor's unpaid Contract Balance is not sufficient to fully pay for all such Damages, then in that event, Subcontractor, and its Surety, if applicable, shall promptly pay upon demand Construction Manager for any deficiency so that all such Damages are fully paid. In addition, the Construction Manager shall have the right to withhold payment to the Subcontractor in the event that the Subcontractor has been declared in default or breach of this Agreement, or should a bona fide dispute exist regarding the amount due Subcontractor, notwithstanding whether the Construction Manager has received payment from the Owner for any labor, services and materials furnished by Subcontractor. In the event of such declaration of default, breach or bona fide dispute which is not cured or remedied by Subcontractor, or should the Construction Manager terminate the Subcontractor, then all further payments under this Agreement shall cease until all Subcontractor's Work has been fully remedied and completed. If the unpaid balance of the Contract Sum exceeds all Damages, as defined in Section 9.4.1, then such excess should be paid to the Subcontractor after all Subcontractor's Work has been remedied and completed and all material claims or disputes resolved, and subject to all other terms, conditions and provisions of this Agreement. For the avoidance of doubt, a bona fide dispute shall include, but not be limited to, any breach described in Section 9.4 of this Agreement.

9.4.3 In the event that a Termination for Cause is not upheld by a properly empowered judicial or arbitral authority, then the Termination for Cause shall be deemed a Termination for Convenience and construed under Section 9.4.4 hereof.

9.4.4 Notwithstanding the above paragraph, the Construction Manager reserves the right to terminate this Agreement for its convenience upon written notice to the Subcontractor. In such instance the Subcontractor will be paid its share of the Contract Amount proportionate to the percentage of its Work completed and other reasonable cancellation costs incurred as a result of said termination less any amounts previously paid or for any Damages caused by any breach. No payments shall be made for anticipated overhead and profit. Prior to making any payments under this clause, the Construction Manager shall have the right to audit the records of the Subcontractor.

9.5 The Subcontractor agrees to adhere to the federal occupational safety and health act, state and local safety regulations and the Construction Manager's safety and health program so as to avoid injury or damage to persons or property, and to be directly responsible for damage to persons and property resulting from failure to do so.

9.6 In the event the Subcontractor, after a twenty-four (24) hour written notice from the Construction Manager, fails to take corrective action to insure compliance with said safety regulations or removal of rubbish and debris resulting from his Work, the Construction Manager shall undertake these obligations and charge the cost of same to the Subcontractor's account without further notice to the Subcontractor.

9.7 The Subcontractor agrees to immediately notify the Construction Manager's representative on the jobsite of any accident, injury or damage to any persons or property on the Project site or related to the Project, and shall promptly provide the Construction Manager's representative a complete copy of all accident reports, photographs and videotapes and other documentation related to such accident in forms acceptable or requested by the Construction Manager. All such reports shall be signed by the Subcontractor or his authorized representative, and shall be submitted to the Construction Manager no later than five (5) calendar days from the date of such occurrence.

9.8 The Subcontractor shall procure its materials from such sources, and employ such labor subject to contract terms and conditions in order to ensure harmonious labor relations on the site and prevent strikes or labor disputes by its employees or other trade employees. The Subcontractor, in the event of a labor dispute including but not limited to strikes, shall take whatever action is required in order to prevent the disruption, delay, interruption, or adverse impact of any trade's work on the Project site.

9.9 The Subcontractor will not assign this Agreement, nor any moneys due or to become due under this Agreement, nor any Damages, claims, suits, rights or interests under this Agreement, nor sublet the whole or any part of the Work to be performed hereunder, without the prior written consent of the Construction Manager. In the event the Subcontractor has failed to secure such prior written consent of the Construction Manager, then any such assignment or delegation of performance shall be deemed invalid, void and unenforceable. Further, the Subcontractor shall not sell, change, assign, escrow, or transfer, directly or indirectly, any ownership, stock, membership or control of the Trade Contractor greater than a ten percent (10%) cumulative interest during the duration of the Project, without the prior written consent of the Construction Manager. The foregoing sentence shall not apply if Subcontractor is a publicly traded company regulated by, and subject to the oversight of, the Securities & Exchange Commission. Any violation of this section shall be a material breach of this Agreement. In the event that Construction Manager provides such consent, any assignee hereunder shall strictly comply with all the requirements of this Agreement, and further Subcontractor shall also remain fully liable for the Trade-Subcontractor's or other assignee's obligations under this Agreement, unless otherwise released in writing by Construction Manager. The Subcontractor acknowledges that this Trade Contract may at any time, and without prior notice or further consent, be assigned by the Construction Manager including, without limitation, as may be directed by the Owner pursuant to the terms of the Prime Contract, or by agreement between the Construction Manager and the Owner (or any lender, Owner's agent, or other party authorized to act on the Owner's behalf).

9.10 The Subcontractor agrees that all disputes concerning the jurisdiction of trades shall be adjusted in accordance with any plan for the settlement of jurisdictional disputes which may be in effect either nationally or in the locality in which the Work is being done. The Subcontractor shall be bound by, and shall abide by, all such adjustments and settlements of jurisdictional disputes, whether or not the Subcontractor is signature bound by the Agreement establishing the impartial jurisdictional disputes board and/or its successors. The

Subcontractor agrees not to cause a work stoppage due to the jurisdictional assignment of work.

9.11 The Subcontractor shall submit to the Construction Manager upon request, copies of orders placed for the various materials required for the Project or authentic stock lists if such material is normally a stock item. Order copies need not reflect prices but shall indicate type of material, quantity, vendor name, and address, etc. The Subcontractor shall be required to submit to the Construction Manager a monthly material status report, or more often if required by the Construction Manager, as a prerequisite for the monthly progress payment. The Subcontractor shall notify the Construction Manager immediately upon learning of a change of status of any material, equipment, or supplies.

9.12 The Subcontractor shall continuously and adequately protect all Work from damage due to his Work and will immediately replace or pay for the replacement of all damaged Work at its own expense and cost.

9.13 The Subcontractor agrees to maintain experienced and skilled workers and the necessary materials, supplies, tools and equipment to meet the requirements of this Agreement and to maintain the Construction Manager's Schedule. The Subcontractor shall carry on its Work promptly and efficiently and at a speed that will not cause any delay. In the event the Subcontractor falls behind in the progress of his Work, in the sole judgment of the Construction Manager, then the Subcontractor agrees to take such steps as are necessary, in the judgment of the Construction Manager, to improve the rate of progress of Subcontractor's Work to comply with the requirements of this Agreement, including but not limited to, increasing the skill and supervision of its workers, working sufficient overtime hours, adding shifts of its workforce, working additional days, and/or increasing its workforce to meet such schedules, milestones and requirements of this Agreement at no extra cost to the Construction Manager or Owner. In addition, if requested by the Construction Manager, the Subcontractor shall promptly, and within forty-eight (48) hours of such request, provide to the Construction Manager for approval a remediation and recovery schedule demonstrating the manner in which the required rate of progress will be regained and attained by Subcontractor. Failure of the Subcontractor to immediately comply with this paragraph, the Construction Manager's scheduling requests, its approved remediation schedule, or to improve the rate of progress as requested by the Construction Manager, shall be a material breach of this Agreement. The Construction Manager shall be entitled to all rights, remedies and Damages as set forth in this Agreement, as well as any other remedies at law or in equity. Permitting the Subcontractor to continue performance after breach of this or any other provision of this Agreement shall not be deemed a waiver, release or discharge of any right, claim, interest or remedy against the Subcontractor.

9.13.1 It is expressly agreed that time is of the essence of this Agreement, and that the payment of the consideration herein expressed to be paid by Construction Manager is executory and strictly conditioned upon timely completion of Subcontractor's Work and proper performance of Subcontractor's obligations under this Agreement. Unless otherwise agreed by Subcontractor and Construction Manager, Subcontractor shall bear the risk of loss of any of Subcontractor's Work (including property intended to become a part of its Work) and shall insure it on a 100% replacement cost basis, until such Work or property is delivered to the project site and/or accepted by the Construction Manager.

9.14 The Subcontractor agrees to employ competent administrative, supervisory, and field personnel to accomplish the Work, including layout, engineering, preparation and checking of shop drawings. If required, the Subcontractor shall substantiate this employment of competent personnel to the Construction Manager's satisfaction before initiating any Work.

9.15 The Subcontractor shall insure that all construction tools, equipment, temporary facilities, and other items used in accomplishing the Work, whether purchased, rented, or otherwise provided by the Subcontractor or provided by others, are in a safe, sound, and good condition, must be capable of performing the functions for which they are intended and must be maintained in conformance with applicable laws and regulations.

9.16 Construction Manager shall not be liable to the Subcontractor for any delay, loss of efficiency, interruption, disruption, loss of productivity or the like (herein "delay") resulting from: (1) fire, weather, flood, wind, lightning, storm, earthquake, rain, acts of God or other causalities whether by man or nature; (2) any act, neglect or fault of the Owner, Architect, or Engineer, or Construction Manager, or any of their representatives, agents, employees, independent contractors or Subcontractors; (3) any delay in transportation or availability of any materials involved in the Project to be ordered by Subcontractor or its subs or vendors; (4) any labor disputes, strikes, riots, or other labor issues involving Subcontractor's or its subcontractor's work force; (5) any act of terrorism or threats of terrorism; or (6) any other causes.

9.16.1 Further, Subcontractor's sole and exclusive remedy shall be a reasonable, but uncompensated, extension of time as reasonably determined by Construction Manager for Subcontractor to complete its Work pursuant to this Agreement.

9.16.1.1 Notwithstanding Section 9.16.1, and as the sole exceptions thereto, Subcontractor may be entitled to certain compensation for delays subject to the following strict conditions precedent:

- a. the Owner agrees to, and actually, pays Construction Manager for such delay to Subcontractor; or
- b. separate Subcontractor(s) either agree to pay, or Construction Manager assesses and recovers payment from such separate Subcontractor(s) for such delay to Subcontractor;

In the event of either (a) or (b), the Subcontractor's sole and exclusive remedy for compensation for such delay shall be limited to the amount actually paid to Construction Manager specifically for Subcontractor delay "costs" (which are defined as Subcontractor's out of pocket costs and expenses without markup, profit, loss or other delay damages ("Costs")).

9.16.1.2 Notwithstanding anything to the contrary in this Agreement, in the event that the Prime Contract precludes damages for delay, Subcontractor understands and acknowledges that Subcontractor shall also not be entitled to recover any compensation for delays as precluded by the Prime Contract.

9.16.2 Any claim by Subcontractor for compensation or time extension, in each case, shall be subject to the additional strict condition precedents:

- a. the Subcontractor shall within three (3) business days of the beginning of such delay serve Construction Manager with a separate written letter titled "Notice of Delay and Request for Extension of Time" (herein "Delay Extension Request"); such Delay Extension Request shall not be deemed valid or compliant if contained in any daily log, meeting minutes, e-mail or other document other than a Delay Extension Request; and
- b. such Delay Extension Request shall include a description of the specific event that is the basis for such an extension of time, the cause of the alleged delay, an estimate of the period of delay, and a general description and estimate of all costs Subcontractor claims it has or will suffer from such delays.

In the event the Subcontractor fails to timely, fully and properly serve Construction Manager with such written Delay Extension Request as set forth in this Section, then the Subcontractor shall have waived and released any entitlement to an extension, compensation or costs, and any other right or remedy. Subject to the above terms and conditions precedent, it is expressly agreed that Subcontractor's claim for such delays shall also be strictly limited to its Costs. Under no circumstances shall Subcontractor be entitled to any extension of time, cost, compensation, or other remedy to the extent that Subcontractor caused or contributed, in whole or in part, to such delay, or to the extent Subcontractor could have reasonably avoided or

mitigated such delay or costs.

9.16.3 Nothing in this Article 9 shall be construed to limit the Construction Manager's ability to compensate, settle claims, or otherwise mitigate delay claims asserted or threatened by third parties (including but not limited to a separate Subcontractor) for the delays caused by the Subcontractor.

9.17 **Right-To-Know Laws.** Each Subcontractor is required to implement the provisions of the right-to-know law, if any, as enacted by the state in which the Work is being performed. Before using on site any material listed in the right-to-know substance list, each Subcontractor will furnish the Construction Manager a copy of the material safety data sheet for that substance.

9.18 In the event the Subcontractor employs independent contractors, as well as payroll labor, to discharge its obligations hereunder, the Subcontractor acknowledges and understands that it does so at its own risk and that federal, state and/or local agencies may dispute the independent contractor status and assess penalties, fines, and costs should there be a determination to reclassify such workers. In that event, the Subcontractor agrees that it will defend, indemnify and hold the Construction Manager and the Owner harmless from any fines, costs, Damages, penalties, attorneys' fees, and causes of action, including without limitation, personal injury or property damage, arising out of or relating in any way to such a determination.

9.19 Subcontractor shall inspect the Work Site or Job Site and all surfaces as well as all conditions, areas or structure(s) related to its Work, and all Work performed by others which relates to Subcontractor's Work, prior to performance of its scope of Work, and Subcontractor shall notify Construction Manager in writing immediately of any deficiencies or problems that would adversely affect Subcontractor's Work, the quality and timeliness of its Work, the finished product, and/or in any way adversely affect the Project site. By commencing Work, Subcontractor accepts full responsibility for all surfaces, areas and structure(s) which interface with its Work, and further represents that it has thoroughly examined the Contract Documents, the Project site, the Construction Manager's Schedule, or amendments thereto, and all conditions, and has determined that he accepts all conditions and matters effecting the proper and timely execution of the Work. Failure to timely provide written notice to Construction Manager of such deficiencies or problems before commencing Work shall be deemed a complete waiver and/or release against any Work, problem or condition affecting its Work or the Work performed by others, and shall also be a waiver for any related claims by the Subcontractor arising therefrom.

9.20 TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE SUBCONTRACTOR HEREBY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THE SUBCONTRACTOR MAY BE A PARTY ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS AGREEMENT OR THE ENFORCEMENT THEREOF. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS AGREEMENT. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY THE SUBCONTRACTOR AND THE SUBCONTRACTOR HEREBY REPRESENTS THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. THE SUBCONTRACTOR FURTHER REPRESENTS THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH INDEPENDENT LEGAL COUNSEL. NOTWITHSTANDING THE FOREGOING, IN THE EVENT ANY LITIGATION HEREUNDER INCLUDES THE OWNER AS A THIRD PARTY WHETHER BY IMPLAIDER OR OTHERWISE, AND THE OWNER HAS NOT WAIVED RIGHT TO TRIAL BY JURY, THIS PROVISION SHALL BE DEEMED TO BE OF NO FORCE AND EFFECT.

9.21 This Agreement and all disputes arising out of this Agreement shall be governed by (a) the law specified for such disputes in the Contract Documents, or, if none is specified, (b) the law of the place where the Project is located.

9.22 Notwithstanding the event of any claim, dispute, or other matter in question arising out of or relating to this Agreement or the breach thereof, the Subcontractor shall carry on the work and maintain the Substantial Completion Date and the Construction Manager shall continue to make payments not subject to a bona fide dispute in accordance with this Agreement.

ARTICLE 10

CONSTRUCTION MANAGER RESPONSIBILITIES

10.1 The Construction Manager shall be bound to the Subcontractor by the terms of this Agreement. To the extent that the provisions of the Prime Contract apply to the Work of the Subcontractor as defined in this Agreement, the Construction Manager shall assume toward the Subcontractor all the obligations and responsibilities that the Owner, by those documents, assumes toward the Construction Manager. The Construction Manager shall have the benefit of all rights, remedies, and redress against the Subcontractor which the Owner, by those documents, has against the Construction Manager. Where any provision of the Prime Contract is inconsistent with any provision of this Agreement, this Agreement shall govern.

10.2 The Construction Manager shall not give instructions or orders directly to employees or workers of the Subcontractor, except to persons designated as authorized representatives of the Subcontractor.

ARTICLE 11

EQUAL OPPORTUNITY

11.1 During the performance of this Agreement, the Subcontractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Subcontractor will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, or national origin. The Subcontractor will comply with all provisions of Executive Order No. 11246, Section 503 of the Rehabilitation Act of 1973, as Amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as Amended, (38 U.S.C. §§ 4212, *et seq.*) and their implementing regulations at 41 CFR Chapter 60.

11.2 The E.E.O. Certificate of Assurance (Exhibit A) is attached hereto and incorporated herein as if made a part hereof.

ARTICLE 12

ALTERATIONS

12.1 The overhead and profit allowable under this Agreement shall not exceed the overhead and/or profit markup or rate set forth in the Contract Documents applicable to Subcontractors, and to the extent not set forth in the Contract Documents or not involving an Owner Change, then subject to the condition precedent that the Subcontractor shall be issued



a Change Order, the overhead and/or profit markup or rate shall not exceed the following amounts applied to the net increase only:

The maximum allowable mark-up for overhead and profit on changes shall be in accordance with the General Conditions of the Contract, Chapter VII.

12.2 The undersigned acknowledges that this is a merit shop project and that the undersigned will not cause a work stoppage on account thereof. In the event of a work stoppage by the undersigned or any of the undersigned's subcontractors or employees, the undersigned shall take all necessary actions to restore harmony onsite. The undersigned also acknowledges that if its employees decline or refuse to enter the site through the established neutral gate(s) or reserved gate(s) as applicable, then that will be an event of default and that the undersigned will be responsible for any and all damages that may occur thereof.

12.3 Refer to Article 3.5; Five percent (5%) of each payment shall be retained in accordance with the Contract Documents.

12.4 Delete Article 6.1 in its entirety. Performance and Labor & Material Payment Bonds are not applicable. As noted in Article 6.2, this Trade Contractor shall be enrolled into the Construction Manager's "Subcontractor Default Insurance" Program.

12.5 Add Article 6.3 (I); Riggers Liability Insurance. To the extent the Subcontractor's Work requires power-operated equipment (as defined under OSHA 1926.1400 (a)) to hoist, lower or otherwise move a suspended load, then it shall provide riggers liability insurance. The limit for this coverage shall equal or exceed the full replacement cost value of the largest hoist intended to be made within its Scope of Work. This insurance shall name the Construction Manager and Owner as loss payees to this insurance.

ARTICLE 13

COMPLETE AGREEMENT

13.1 This Agreement, together with all documents, specifications, drawings, incorporated herein by reference, constitutes the entire Agreement between the Construction Manager and Subcontractor. There are no terms, conditions, or provisions, either oral or written, between the parties hereto, other than those contained herein. This Agreement supersedes any and all written representations, inducements, or understandings of any kind or nature between the parties hereto, relating to the particular Project involved herein.

13.2 The said parties for themselves, their heirs, successors, executors, administrators and assigns, do hereby agree to the full performance of the covenants herein contained.

13.3 All terms, conditions, stipulations, covenants, promises and agreements contained in this Agreement shall be considered severable in the event one or more of them shall be determined hereafter by a court of competent jurisdiction to be invalid. The Construction Manager and the Subcontractor's express intent is for this Agreement, except for any portion thereof so declared invalid, to remain valid, binding and in full force. Further, to the extent the Court determines that any such term, covenant or provision, or part thereof, is invalid or unenforceable, then the Court is directed to reform such provision to provide an enforceable provision which is in conformity with the intent of the original provision and the global intent of this overall Agreement.

13.4 It is understood and agreed by both Parties that any attempt by either Party to amend, modify or change this Agreement shall not be binding or enforceable unless and until and as a condition precedent the Construction Manager has affirmatively agreed to each such modification(s) or amendment in writing by an authorized representative of the Construction Manager.

ARTICLE 14

ORDER OF PRECEDENCE

14.1 In the event of any conflict or discrepancy in the provisions of the Contract Documents, the documents shall be interpreted on the basis of the following order or priority:

- .1 Agreement between Construction Manager and Subcontractor
- .2 Agreement between Owner and Construction Manager
- .3 Scope Review Meeting Minutes (if any)
- .4 Supplement, with later date having greater priority (if any)
- .5 Gilbane Proposal Form (if any)
- .6 Trade Contract Conditions
- .7 Specifications
- .8 Drawings, large scale details and/or schedules
- .9 Drawings, small scale

ARTICLE 15

DISPUTE RESOLUTION PROCESS

15.1 Subcontractor and Construction Manager (the "Parties") agree that any and all disputes, differences, claims, or issues arising from this Agreement or involving the Project, including further any party seeking any payment, cost, expense, compensation, loss, time, adjustment, change, request for equitable adjustment, delay, acceleration, damage, remedy, recover or relief of any type or nature shall be collectively referred to as a "Claim" in this Article of the Agreement. Subcontractor and Construction Manager agree that any Claim shall be



subject to mediation and binding arbitration pursuant to the terms, conditions and procedures in the Dispute Resolution Process set forth in the Trade Contract Conditions incorporated into and made a part of this Agreement.



Diverse Business Participation

Name	Classification	Amount
Shaw Contract Flooring Service	WBE - Women Owned Business Enterprise	\$48,000.00

Cost Distribution

Job	Phase/Category Code	Description	Amount
J08864.000	01.32B.320000.X TC	Synthetic Grass Surfacing	\$228,778.00

Attachments

Number	Title	Date	Description

**EXHIBIT A
CERTIFICATE OF
EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

The Contractor agrees and certifies, unless otherwise exempt, that it is in compliance with the applicable requirements of Executive Orders No. 11246, 11701 and 11758 as amended, or will take steps to comply with such requirements prior to acceptance of any contract or purchase order from Gilbane Building Company (“the Company”). This agreement and certificate shall form a part of, and be deemed incorporated in, each order submitted to you for services or materials exceeding the applicable amount and so long as required by Executive Orders No.11246, 11701 and 11758, as amended, and regulations issued thereunder by the Office of Federal Contract Compliance.

During the performance of this contract, the Contractor agrees as follows:

1. EQUAL OPPORTUNITY CLAUSE (Applicable to contractors with \$10,000 or more in contracts under Executive Order No. 11246)
 - 1.1 The Contractor will not discriminate against any employee or applicant because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 1.2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
 - 1.3 The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No.11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - 1.4 The Contractor will comply with all provisions of Executive Order No.11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
 - 1.5 The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 - 1.6 In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No.11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - 1.7 The Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempt by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 Executive Order No.11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance; providing, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.



2. **CERTIFICATE OF NON-SEGREGATED FACILITIES** (Applicable to contractors with \$10,000 or more in contracts under Executive Order 11246)

Contractor does not maintain or provide for its employees any segregated facilities at any of its establishments, and does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained.

Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, "segregated facilities" mean any waiting rooms, work areas, rest rooms and wash rooms, restaurants, and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

Contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods) .

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES

A certificate of non-segregated facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

3. **AFFIRMATIVE ACTION COMPLIANCE PROGRAM** (Applicable to contractors with 50 or more employees and \$50,000 or more in contracts under Executive Order 11248)

Contractor agrees to develop a written Affirmative Action Compliance Program for each of its establishments as required by 41 CFR 6-1.40.

4. **EMPLOYERS INFORMATION REPORT** (Applicable to contractors with 50 or more employees and \$50,000 or more in contracts under Executive Order 11246)

Contractor has filed: Standard Form 100, entitled "Equal Employment Opportunity Employer Information Report" (EEO-1); or EEOC Form 164, State and Local Government Information (EEO-4); or EEOC Form 68A and B, Elementary-Secondary Staff Information (EEO-5); or EEOC Form 221, Higher Education Staff Information (EEO-6), as required by 29 CFR 1602.3 and 41 CFR 6-1.7.

5. **EMPLOYMENT OF VETERANS** (Applicable to contractors with \$10,000 or more in contracts under Executive Order 11701)

Contractor agrees and certifies that it will comply with the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected Veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected Veterans.

6. **EMPLOYMENT OF INDIVIDUALS WITH DISABILITIES** (Applicable to contractors with \$2,500 or more in contracts under Executive Order 11758)

Contractor agrees and certifies that it will comply with the Affirmative Action Clause set forth in 41 CFR 60-741.4 to promote affirmative action in the employment and advancement of qualified individuals with disabilities. This contract clause is incorporated herein by reference.

The person(s) whose signature(s) appear(s) below is/are authorized to sign this certificate, and to commit the applicant to the applicable provisions.





In witness whereof they have hereunder set their hands the day and date first above written.

Signatures

Shaw Contract Flooring Services, Inc.
d/b/a Spectra Contract Flooring
Subcontractor

By:	_____
Title:	_____
Company:	_____
Date:	_____
Printed Name:	_____

Gilbane Building Company
Construction Manager

By:	_____
Title:	_____
Company:	_____
Date:	_____
Printed Name:	_____



THE PUBLIC SCHOOLS OF BROOKLINE
BROOKLINE, MASSACHUSETTS
Town Hall, Fifth Floor, 333 Washington Street Brookline, MA 02445
Telephone: 617-730-2430 Fax: 617-730-2601
www.brookline.k12.ma.us

Meeting Notice
Driscoll School Building Advisory Committee Meeting

Meeting Date: Friday, November 5, 2021
9:00am – 10:30am

Access the Meeting:

Log on: <https://brooklinema.zoomgov.com/s/1616318255?pwd=LzNScUllNUZsczl5bjJwb294Rmp5dz09>
Passcode: ra8eLwYX
Call In Number: +1 669 254 5252
Webinar ID: 161 631 8255
Access Code: 57883131

Agenda:

1. Approval of SBAC Meeting Minutes
 - May 20, 2021 SBAC Meeting Minutes
 - October 1, 2021 SBAC Meeting Minutes
2. Neighborhood Communications
3. Construction Update
 - 3 Week Look Ahead
 - Progress Photos
4. Budget Update
5. New Business

DRISCOLL ELEMENTARY SCHOOL – BROOKLINE, MA	MEETING MINUTES APPROVED 2/04/22
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DRISCOLL SCHOOL BUILDING ADVISORY COMMITTEE		November 5, 2021
Location:		Online GoToMeeting
Time:		9:00 AM
Name	Assoc.	Present
Miriam Aschkenasy	Town of Brookline, Co-Chair SBC, TOB Board of Selectmen	Y
Valerie Frias	Town of Brookline, Co-Chair SBC, PSB	Y
Susan Wolf Ditkoff	Town of Brookline, SBC, PSB	Y
Karen Breslawski	Building Commission	Y
Ken Kaplan	Town of Brookline, Building Commission	N
David Pollak	Advisory Committee	Y
Ali Tali	Transportation Board	N
Nancy O'Connor	Parks and Recreation Commission	Y
Dan Deutsch	Community Representative	N
Victor Kusmin	Community Representative	Y
Linda Monach	Special Education Parent Advisory Council	N
Arjun Mande	Community Representative	N
Lakia Rutherford	Parent Representative / METCO	Y
Sara Stoutland	Community Representative	N
Mel Kleckner	Town Administrator	N
Dr. Linus Guillory	Superintendent of Schools	Y
Matt Gillis	Director of Operations	Y
Michelle Bartley	Driscoll School Vice Principal	Y
Samuel Rippin	Deputy Superintendent for Administration and Finance	Y
David Youkilis	Interim Driscoll School Principal	Y
Helen Charlupski	School Committee	N
Tony Guigli	Project Manager, Town of Brookline	Y
Dan Bennett	Building Commissioner	Y
Charlie Simmons	Director of Public Buildings	N
Jim Rogers	LEFTFIELD	Y
Lynn Stapleton	LEFTFIELD	Y
Jen Carlson	LEFTFIELD	Y
Matt Casey	LEFTFIELD	Y
Adam Keane	LEFTFIELD	Y
Jonathan Levi	Jonathan Levi Architects	N
Philip Gray	Jonathan Levi Architects	Y
Carol Harris	Jonathan Levi Architects	N
Walt Kincaid	Gilbane Building Company	Y
Lynda Callahan	Gilbane Building Company	Y
Colleen Shouldice	Gilbane Building Company	N
Sam Ditzion	Community Member	Y
Erin Gallentine	Commissioner of Public Works	Y
Jessie Waisnor	Parks and Open Spaces Division	Y
Scott Landgren	Parks and Open Spaces Division	Y
Derek Hatchett	Driscoll Parent	Y
Casey Hatchett	Town Meeting Member	Y
Andrew Fisher	Town Meeting Member	Y
Clint Richmond	Town Meeting Member	Y

The meeting was called to order at 9:00AM.

The incoming SBAC co-chairs Miriam Aschkenasy of the Select Board and Valerie Frias of the School Committee introduced themselves and opened it up to others for introductions.

Nancy O'Connor made a motion to approve SBAC Meeting Minutes for May 20, 2021, Victor Kusmin seconded. Roll was called and the vote was 7-0-4, the motion passed.

Nancy O'Connor made a motion to approve SBAC Meeting Minutes for October 1, 2021, Miriam Aschkenasy seconded. Roll was called and the vote was 7-0-0, the motion passed.

Leftfield presented an update on Neighborhood Communications. Since last meeting, the Project Team has been meeting weekly with the SBAC co-chairs to review progress and any issues that may have come up during the week. A weekly construction update is being produced and distributed via email to those subscribed to receive project notifications through the website. An initial hardcopy flier with instructions on how to subscribe to emails was mailed out to the community. A bulletin board was installed along Westbourne Terrace to physically post these updates and any other pertinent information about the project where parents and school visitors are able to see. Leftfield reviewed the project website and how to subscribe to project updates.

It was noted that an abutter had some concerns that have been addressed through the improved communication from the Project Team to the community.

Gilbane provided a construction update and progress photos. Gilbane reviewed their 3 Week Look Ahead schedule highlighting that they are currently installing soil nails to secure the walls of the hole they are digging. They are close to reaching the depth required. Gilbane continues hauling soils out of the hole and are approximately 75% complete with hauling. The concrete contractor is mobilizing to the site today and will be starting on site next week to prepare for installation of the foundations. The 3 week look ahead can be found on the Driscoll project website.

A member of the committee asked what is going into the hole. JLA explained that the gymnasium and some mechanical spaces will be installed at the depth of the hole.

A member of the committee noted that in the site survey there was an underground culvert. Gilbane explained that the culvert is being redirected by the project to avoid the building footprint.

A member of the community asked whether the construction noise will be getting louder as the project progresses. Gilbane noted that they did not expect the project to create much more noise than it is creating currently. The community member asked what is being planned for work during the colder months and how that would be managed. Gilbane plans on winter conditions and will bring in heating blankets to allow for concrete placements to occur during the colder months.

Co-chair Frias noted that Town Meeting did vote to add geothermal wells to the project and the project team is working to add EV Ready spaces to those already included in the project. The Building Commissioner noted that the only change being proposed by the Town Meeting article would be that all ADA spaces will now also be required to be EV Ready. The bylaws currently require 15% of spaces to be EV Ready.

A member of the committee asked if moving to geothermal would free up roof space and asked if photovoltaics could be added to the roof. JLA explained that the project is designed to be photovoltaic-ready.

Leftfield presented a budget update highlighting that the project has spent 10% of the budget to date, which translates to \$13,301,149. The budget has been increased by the \$4.9 million voted by Town Meeting to include geothermal in the project. The project has approximately \$5.8 million total left in the contingency line item, with \$4.9 million of that being in construction contingency for change orders and \$1 million for soft cost changes. It was noted that while the project is 10% through the budget, it is important to note that the highest risk of encountering issues is during excavation. With the project 75% through excavation, the team is comfortable with the remaining budget and contingency available.

New Business

Clint Richmond, Town Meeting Member, chair of the Green Caucus, member of the board of the Brookline Green Space Alliance, and member of the Solid Waste Advisory Committee, presented his concerns about the turf field planned for the Driscoll School project. He noted that there are toxic chemicals, PFAS, in the blades of a turf field. He noted that PFAS are found in many places including drinking water and items people use daily. Recently, the State began regulating PFAS in drinking water.

He also noted concern that while there is an increase in open space for the project, there is not necessarily an increase in green space. He noted that the turf space is the centerpiece of the park space. He proposed the turf field be reconsidered for the Driscoll School project.

Andrew Fisher, Town Meeting Member and Driscoll neighbor, added that he agreed with what Clint said. He noted that there is opposition in the neighborhood to a turf field that has not been identified and that from what he can tell, many people in the neighborhood are opposed. He was concerned that the turf field takes away from drainage of the site. He is concerned about other projects in town creating runoff issues that he wants to make sure do not happen at Driscoll.

Casey Hatchett, Town Meeting Member, neighbor and Driscoll parent, explained that the current field at Driscoll has never been able to grow grass and is often closed due to weather events. This severely limits outside space for children and the impact was felt when outside space became a priority when COVID hit. She added that there is significant support in the neighborhood and from parents for synthetic turf.

Joan Miller noted she is against a synthetic turf field.

Co-chair Aschkenasy summarized the concerns heard from the community to include concerns about PFAS risks, drainage, the community engagement process, and the weighing of opposition vs. support.

Erin Gallentine, Commissioner of Public Works noted that synthetic turf is an important part of the Parks and Open Space inventory to ensure access and playability to athletic fields in Town. The Parks and Open Space department supported the public engagement process that was spearheaded by a subcommittee. She noted that for the past 20 years the Town has received letters and requests from Driscoll neighbors and parents to contemplate synthetic turf at the Driscoll School due to the poor conditions of natural grass at that field. The Town loves natural grass where it is appropriate. Turf fields make the most sense where there is heavy use, such as at school locations. She explained that with school use, after hours use, and summer use, the Driscoll field gets at least 1,000 hours of use per year, anything over 600 hours of use leads to degradation of the field which creates unsafe conditions. She

added that the infill for the turf field is coconut husk fiber in lieu of the old technology of crumb rubber infill. She explained that the turf field will have better drainage than a natural grass field due to the way it is constructed.

Scott Landgren, Senior Landscape Architect for the Parks and Open Space Division who is also a soil scientist with years of experience working with synthetic and natural turf fields, added that the Driscoll School usage creates an intense environment that does not allow natural grass to grow and thrive. There are letters and testing provided by some manufacturers that show there are no PFAS in their products. He added that it is easy to contaminate during testing, PFAS are ubiquitous and can be found in clothing, carpets, and everyday products.

Victor Kusmin, a member of the SBAC and Driscoll parent with a background in environmental science and land management and who also was on the subcommittee that designed the Driscoll Park and Playground, explained that he was originally against turf fields for some of the concerns raised earlier. He noted that during his career in landscape architecture, when dealing with more urban environments like the Driscoll School, there is heavier traffic on fields. He explained that the Driscoll field is often closed and unusable due to weather. He added that the chemicals used to maintain and grow grass have an impact over time as well and that needed to be weighed when making the decision to move to a turf field.

Mr. Kusmin explained that during the process, shade trees were identified as a priority for the project. The shade trees will benefit from a turf field as there will be no competition for sunlight and water and there will be no grass-related soil compaction to impede on tree root growth.

Nancy O'Connor, vice-chair of the Parks and Recreation Commission and member of the subcommittee that designed the Driscoll Park and Playground explained the public process undertaken to design the park and playground. The committee was comprised of 2 members of the Parks and Recreation Commission, 2 members of the School Committee, and 3 members of the public. The meetings of the committee were very well attended by the members of the community, the Project Team and representatives from Parks and Open Spaces including Commissioner Gallentine, were present at the meetings. She added that during her time with the Parks and Recreation Commission, there were many times that members of the Driscoll community petitioned the Commission for a synthetic turf field, though there were no funds available previously.

Susan Wolf Ditkoff, former co-chair of the SBAC and member of the committee that designed the Driscoll Park and Playground, explained the public engagement process and how people in the community were notified of the series of meetings that took place. There was a very wide outreach effort with notices going out to several neighborhood groups, through the Town notice system, and public posting. Representatives from the Parks and Open Space Division explained that a hard mailing went out to neighbors within at least 300 feet of the school, and the area was broadened to include streets across Washington as well, and a legal ad was placed in the Brookline Tab. The PDF of the limits of the mailing was shown on screen.

David Youkilis, principal of the Driscoll School, explained that the grass on the existing school field deteriorated to the point of being a dirt and mud patch. Through compaction, roots, rocks, and sprinkler heads were revealed to become tripping hazards. The field became unsafe and was a challenge to program given the uncertainty of it's condition over time. The school will benefit from an even surface of turf in the new design.

Co-chair Aschkenasy thanked everyone for their participation in today's meeting. Based on the extensive community engagement and weighing the pros and cons of each option, it is very unlikely that any change will be made to the design of the Driscoll field. She added that this discussion should lead to a Town-wide policy and standards on turf fields.

Co-chair Frias noted that the School Committee is advocating for many green initiatives and that issues related to green space and sustainability are priorities for the School Committee and the Select Board.

The meeting was adjourned at 10:27am.



THE PUBLIC SCHOOLS OF BROOKLINE
BROOKLINE, MASSACHUSETTS
Town Hall, Fifth Floor, 333 Washington Street Brookline, MA 02445
Telephone: 617-730-2430 Fax: 617-730-2601
www.brookline.k12.ma.us

Meeting Notice Driscoll School Building Advisory Committee Meeting

**Meeting Date: Friday, May 6, 2022
9:00am – 10:30am**

Access the Meeting:

Log on: <https://brooklinema.zoomgov.com/j/1611404354?pwd=VU9RaHJpd1NH5WRkVUZMS0xiUjltUT09>
Passcode: YWjdK49w
Call In Number: +1 669 254 5252
Webinar ID: ID: 161 140 4354
Phone Access Code: 58191011

Agenda:

1. Approval of February 11, 2021 SBAC Meeting Minutes
2. Synthetic Turf Warrant Articles
3. Construction Update / Schedule Update
 - Ongoing Activities / 3-week Look Ahead
 - Progress Photos
4. Budget Update
5. Upcoming Meetings
 - May 10, 2022 – Building Commission Meeting – 6:00 PM
 - June 14, 2022 – Building Commission Meeting – 6:00 PM
 - July 12, 2022 – Building Commission Meeting – 6:00 PM
 - August 5, 2022 – School Building Advisory Committee – 9:00 AM
6. New Business

To receive meeting notifications, please sign up and select Driscoll School Building Committee.
<https://www.brooklinema.gov/list.aspx>