



# SELECT BOARD CALENDAR 01/09/2024 | HYBRID MEETING

SELECT BOARD HEARING ROOM  
6<sup>TH</sup> FLOOR, BROOKLINE TOWN HALL

OR

- Bernard W. Greene – Chair
- John VanScoyoc – Vice Chair
- Miriam Aschkenasy
- Michael Sandman
- Paul Warren
- Charles Carey – Town Administrator

Please click this URL to Register & Find the Information to Join as an Attendee via your Confirmation Email:

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1. **OPEN SESSION**

5:00 PM Question of entering into Executive Session for the reasons outlined in items 2 and 3.

2. **EXECUTIVE SESSION - LITIGATION**

For the purpose of discussing litigation strategy in the case of D. Norman v. The Town of Brookline.

3. **EXECUTIVE SESSION - EXECUTIVE SESSION MINUTES**

Question of approving the following Executive Session meeting minutes:

November 28, 2023

December 14, 2023

4. **ANNOUNCEMENTS/UPDATES**

5:30 PM Select Board to announce recent and/or upcoming Events of Community Interest.

5. **PUBLIC COMMENT**

Public Comment period for citizens who requested to speak to the Board regarding Town issues.

*Up to fifteen minutes for public comment shall be scheduled at the beginning of each meeting and occasionally at the end at the discretion of the Chair. Persons wishing to speak may sign up in advance beginning on the Friday preceding the meeting or may sign up in person at the meeting. Speakers will be taken up in the order they sign up. Advance registration is available by calling the Select Board's office at 617-730-2202 or by e-mail at [kmaccgillivray@brooklinema.gov](mailto:kmaccgillivray@brooklinema.gov). The full Policy*

6. **MISCELLANEOUS**  
**Approval of miscellaneous items, licenses, vouchers, and contracts.**
- 6.A. **Announcement pertaining to review of the Board's executive session meeting minutes from January 1, 2023 through December 31, 2023 for purposes of disclosure.**
- 6.B. **Question of approving the meeting minutes from December 19, 2023, and December 14, 2023.**
- 6.C. **Question of approving the Authorization to Hire request from the Planning Department:  
Administrative Head Clerk (C10)**
- 6.D. **Question of approving the parade permit for the BAA's 128th Boston Marathon to be held on April 15th, 2024.**
- 6.E. **Question of approving the contract with LeMessurier, in the amount of \$119,430.00 for the Brookline High School Selective Structural and Waterproofing Repairs project.**
- 6.F. **Question of approving Amendment #4 with Leftfield LLC, in the amount of \$52,800.00 for the Pierce School MSBA Project for cost estimating services of the Design Development documents.**
- 6.G. **Question of approving the following appropriation transfer request from the Select Board's office for new software in the amount of \$7,503.30.**
- From: 12201220 553010 Dues \$7,503.30**  
**To: 12201220 522016 Software \$ 7,503.30**
- 6.H. **Question of approving contract PW/24-16 FY24 with Environmental Partners Group, LLC for Transportation & Mobility Improvements in the amount of \$212,800.**
- 6.I. **Question of accepting a grant from the Massachusetts Community Compact Cabinet's (CCC) IT Grant, in the amount of \$138,852 to fund IT infrastructure.**
7. **CALENDAR**  
**Review and potential vote on Calendar Items**
8. **POLICE OFFICER APPOINTMENT**  
**Question of appointing the following probationary police officer, effective upon approval of the Select Board: Robert Pierce**

9. **HOUSING TRUST FUND ALLOCATION**

**Presentation and possible vote to approve the Housing Advisory Board's recommendation to allocate \$50,000 of the Housing Trust to conduct a feasibility analysis for incentivizing affordable units through zoning.**

10. **BOARDS AND COMMISSIONS - INTERVIEWS**

**The following candidates for appointment/reappointment to Boards and Commissions will appear for interview:**

**Economic Development Advisory Board  
Mark Barer**

11. **LINKAGE STUDY PHASE 2 PRESENTATION**

**Presentation from Economic Development Director Meredith Mooney and possible vote to approve advancing to Phase 2 of the Linkage Study.**

12. **2024 ANNUAL TOWN MEETING**

**Question of setting the dates for the 2024 Annual Town Meeting.**

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. The Town of Brookline does not discriminate on the basis of disability in its hiring or employment practices. This notice is provided as required by Title II of the Americans with Disabilities Act (ADA) and by Section 504 of the Rehabilitation Act of 1973. Questions, complaints, or requests for additional information may be sent to Sarah Kaplan, Community Relations Specialist and ADA / Section 504 Coordinator. Persons with disabilities who need either auxiliary aids and services for effective communication, written materials in alternative formats, or reasonable modifications in policies and procedures in order to access programs and activities of the Town of Brookline are invited to make their needs and preferences known to the ADA Coordinator. This notice is available in alternative formats from the ADA Coordinator.



OFFICE OF THE TOWN COUNSEL  
MEMORANDUM

TO: Select Board Members

FROM: Jonathan Simpson, Associate Town Counsel

RE: Executive Session minutes release

DATE: December 20, 2023

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*Town Council is designated by the Select Board to review the minutes of the Board's meetings in Executive session periodically for the purpose of determining whether the minutes may be released or should remain confidential "because publication would defeat the lawful purposes of the executive session". Under the Open Meeting law, the determination must be announced at the Select Board's next meeting, and included in the minutes of the meeting. I have reviewed the minutes of the Board's meetings in executive session pertaining to the following dates, and have determined as follows:*

<u>Meeting Date</u>	<u>Determination</u>
January 10, 2023-April 4, 2023	No executive sessions
April 11, 2023	Release
April 18, 2023	Withhold
April 25, 2023	Release
May 9, 2023	Release pages 1 and 2, Withhold page 3
May 16, 2023	Release
May 23, 2023	Release
June 27, 2023	Withhold
July 11, 2023	Withhold
July 25, 2023	Withhold
August 15, 2023	Release page 1 Withhold page 2,3,4
September 12, 2023	Withhold
September 19, 2023	Withhold
September 26, 2023	Withhold
October 3, 2023	Withhold
November 28, 2023	Release, <i>once minutes approved</i>
December 14, 2023	Withhold

# 6.B.



## MINUTES SELECT BOARD

12/19/2023 | 5:00 PM

HYBRID 6<sup>TH</sup> FLOOR HEATING ROOM & ZOOM REMOTE MEETING

Present: Select Board Member, Bernard Greene, Select Board Member, John VanScoyoc, Select Board Member, Miriam Aschkenasy, Select Board Member, Michael Sandman, Select Board Member, Paul Warren

### ANNOUNCEMENTS/UPDATES

On Monday, January 15, 2024, the MLK Committee will hold its annual event at the Coolidge Corner Theatre.

Chair Greene made a statement reflecting on the year 2023.

Board member Aschkenasy spoke on an anonymous caller reporting a fallen tree at Waldstein Park. That is being addressed.

Board member VanScoyoc noted some board members attending remotely tonight due to illness. Please take precautions when attending holiday gatherings.

The board acknowledged the passing of Robert Allen Sr., a retired Police Detective with family in the police department and a former Select Board member. Condolences to the family.

The board acknowledged the passing of Linda Larson, a former Director of Adult Education who built that program.

The Public Health Office is providing free Covid test kits to Brookline residents at the Health building. They are also providing flu shots.

Thanks to the DPW workers for their clean-up efforts after the significant storm yesterday. Thanks to the residents who cleared out storm drains

### PUBLIC COMMENT

1. Sana Hafeez spoke on the FAA-licensed drone pilot program and the Black N Brown Aviation Training program, in partnership with Green Aviation Global has successfully supported recent graduates of that program. They will continue to support this important program.
2. Nora Birch? Spoke on her experience as a student in the Black N Brown aviation training program. She is excited to be part of this field and recently graduated as an FAA Certified drone pilot.
3. Ty spoke on his experience of recently being accepted into the Black N Brown aviation program. This is an exciting opportunity and he is grateful for the program and is glad to see more black faces in this all-minority aviation workforce development program.
4. Marshall Ellis spoke on recently being accepted into the Black N Brown FAA 107 training course to become a drone pilot. This is an industry he has not been familiar with and he

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is glad for the opportunity.

5. Ron Egleston spoke in support of the Black N Brown programs that have opened opportunities for him. This organization has been a beautiful program to help the black and brown community.
6. Ade Janisu spoke on the aviation programs that will continue to offer opportunities to black communities in the future. This is an initiative to ensure that in the future the face of transportation and how people move around will change, and it is necessary that the town understands the role they are playing in that, as a minority. He hopes the board will meet them at a future meeting.

*Board member Sandman leaves at 5:30 pm*

### MISCELLANEOUS

Question of approving the following meeting minutes:

November 28, 2023

December 5, 2023

December 13, 2023 Licensing meeting – held

The board spoke briefly on the protocol for licensing minutes.

On motion it was,

Voted to approve the following meeting minutes:

November 28, 2023

December 5, 2023

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Paul Warren

Question of approving the Authorization to Hire request from the Brookline Public Libraries:

Librarian III – Branch Supervisor – Coolidge Corner (K-8)

Approved

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Paul Warren

Question of approving the Authorization to Hire request from the Department of Public Works:

Water and Sewer Division

Pipe-Layer/Laborer (LN-02)

Highway and Sanitation Division

Motor Equipment Repairperson (LN-06)

Motor Equipment Operator Grade 3 (LN-05)

Mason (LN-3)

Approved

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Paul Warren

Question of approving the Authorization to Hire request from the Office of Town Counsel

Associate Town Counsel (T-14)

Approved

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Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Paul Warren

Question of approving the Authorization to Hire request from the Building Department:

Operations Manager (T-10)

Postponed

Question of accepting and authorizing the Town Administrator to sign the Housing Choice Grant in the amount of \$95,700 to partially fund the Town of Brookline Comprehensive Plan

Approved

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Paul Warren

Question of approving final Amendment No. 1 for additional Construction Phase Services to Contract PW/21-11 with Kleinfelder Engineering in the amount of \$115,396.00.

Approved

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Paul Warren

Question of awarding contract PW/23-23 "Sewer System Repairs" with C. Naughton Corp. in the amount of \$593,750.00

Approved

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Paul Warren

Question of approving Extra Work Order #1 with PW/23-07 "Courts, Boardwalk and Stairs Reconstruction" with NELM Corp. in the amount of \$35,144.14.

Approved

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Paul Warren

Question of approving contract PW/24-07 "Water Meter Replacements Construction Administration Services" with Weston & Sampson Engineers, in the amount of \$303,065.

Approved

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Paul Warren

Question of approving contract PW/24-14 with Tighe and Bond, Inc. for professional survey, design and engineering services for the Upper Washington Street Corridor in the amount of \$385,590.

Approved

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Paul Warren

Question of approving contract PW/24-12 " I&I Investigation and Sewer System Rehabilitation Design in Subarea NI-6 West" with Beta Group, Inc. in the amount of \$305,230.00.

Approved

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Paul Warren

Question of approving Amendment #1 with Cambridge Seven, for the "Renovations to Fire Stations #4 and #1" project in the amount of \$165,015.

Approved

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Paul Warren

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Question of approving contract PW/24-08 "Vision Zero Action Plan" with Toole Design Group in the amount of \$198,000.00

Approved

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Paul Warren

Question of approving a renewal agreement with Lyft for Bluebikes.

Approved

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Paul Warren

Question of approving an appropriation transfer request from the Building Department:

From: 52002510 510101 Perm Full-time Public Buildings \$37,925.00

To: 25002510 522400 Repair & Maint. Town Hall Buildings \$37,925.00

From: 25003430 510101 Perm. Full Time School Buildings \$113,625.00

To: 25003430 522400 Repair & Maint. School Buildings \$113,625.00

Approved

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Paul Warren

Question of approving and executing a new lease purchase, under the master lease purchase agreement with Santander Bank. The annual cost is \$177,997.25 over a 3 year period, with a 5.477% interest rate, for a total of \$506,743.61 consisting of 2 heavy duty trucks for the Department of Public Works Highway/Sanitation: Chevrolet Silverado with upfitting; Water and Sewer: Mack Granite 42BR Truck

Approved

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Paul Warren

Question of approving the updated Brookline Local Emergency Planning Committee as requested by Chief Sullivan, Emergency Management Director.

Approved

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Paul Warren

Question of accepting a grant from the U.S. Department of Transportation Pipeline and Hazardous Materials Safety Administration, in the amount of \$5,000.00 related to the new Hazardous Materials Plan and training.

Approved

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Paul Warren

Question of approving \$800.00 in Sponsorship Funds from BCF to the ODICR for the upcoming annual MLK Day Celebration in January

Approved

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Paul Warren



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Question of approving and executing an agreement with Civic Plus for their CivicClerk software program for agenda management in the amount of \$11,423.

Approved

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Paul Warren

Question of approving a Grant of Location request from NStar Electric Company d/b/a Eversource Energy and Verizon New England, Inc. for permission to construct and relocate such a line of wires, poles and other such fixtures as may be necessary to protect the wires of the line, under, upon, along and across the following public way:

Centre Street – relocate joint owned pole P.5 approximately 12 feet to the southeast from its existing location at 40 Centre Street on the southerly side of Centre Street

Approved

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Paul Warren

Question of approving a Grant of Location request from Crown Castle NG East, LLC (Crown Castle) and Verizon New England, Inc. (Verizon) for permission to construct, and a location for, such a line of conduits and manholes with the necessary cables therein under the following public way(s):

Hawes Street – Verizon conduit running northwesterly and northeasterly from existing manhole 215A a distance of about 148 feet to a new Crown Castle handhole. Crown Castle conduit running northeasterly and northwesterly

Approved

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Paul Warren

Board member VanScoyoc noted the newly paved Washington St. that was dug up for conduits shortly after. He would like to ensure there is sequencing with these projects to deter that.

Commissioner Chute indicated that the Washington St. pavement was superficially applied, anticipating more work in the area.

Question of approving the application for a transfer of an All Alcohol Beverages Restaurant License from Dee Dee Heng Heng, Inc. d/b/a Love Bite Thai to Madras Curry, LLC. d/b/a Grand India at 1671 Beacon Street. Proposed manager will be Ganesh Ramaswamy. Proposed alcoholic beverage service hours are Monday – Saturday 11:00AM – 1:00AM; Sunday 11:00AM – 10:00PM.

Approved

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Paul Warren

Question of approving the application for a Common Victualler License for Madras Curry, LLC. d/b/a Grand India at 1671 Beacon Street. Proposed operating hours of operation will Monday – Saturday 10:00AM – 1:00AM; Sunday 10:00AM – 10:00PM. The proposed seating is 25 seats.

Approved

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Paul Warren

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Question of approving the application for an Alternate Manager, Santosh Goud, Madras Curry, LLC. d/b/a Grand India at 1671 Beacon Street.

Approved

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Paul Warren

Question of approving the application for a new All Alcohol Beverages Restaurant License for Sukhmani Bistro Inc. d/b/a Ssaanjh at 1012 Beacon Street. Proposed manager will be Ishaan Kaushal. Proposed alcoholic beverage service hours are Sunday 12:00 PM - 12:00 AM, Monday - Saturday 11:30 AM - 12:00 AM.

Approved

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Paul Warren

Question of approving the application for an Alternate Manager, Manju Kaushal, Sukhmani Bistro Inc. d/b/a Ssaanjh at 1012 Beacon Street.

Approved

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Paul Warren

Question of approving the application for Change of D/B/A from Sukhmani Bistro Inc d/b/a Punjabi by Naturee to Sukhmani Bistro Inc d/b/a Ssaanjh at 1012 Beacon Street.

Approved

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Paul Warren

Question of approving the application of a Change of Manager of Record from David Phillip Ferrando to Joseph P. Nadeau for Brookline Dining Group, LLC d/b/a Hamilton at 1366 Beacon Street.

Approved

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Paul Warren

Question of approving the application of a Change of Officer, Director, LLC Manager, and Ownership Interest for Brookline Dining Group, LLC d/b/a Hamilton at 1366 Beacon Street.

Approved

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Paul Warren

Question of approving the application of an Alternate Manager of Shannon Baillie for Brookline Dining Group, LLC d/b/a Hamilton at 1366 Beacon Street.

Approved

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Paul Warren

Question of approving the application of an Alternate Manager of Gerry Camille for Brookline Dining Group, LLC d/b/a Hamilton at 1366 Beacon Street.

Approved

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Paul Warren

Question of approving the application for a new lodging agent, Christopher Parks, at The Price Center d/b/a Humanity House located at 16 Williams St.

Approved

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Paul Warren

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CALENDAR

### BOARDS AND COMMISSIONS - INTERVIEWS

The following candidates for appointment/reappointment to Boards and Commissions will appear for interview:

Commission on Disability

Lynn Miczek

Lynn Miczek noted that her late husband Jim served on this committee for many years, so she is familiar with the committee. Jim was a quadriplegic since the age of 14, and Lynn has a unique insight into living with a disability. She hopes to continue to advocate for the disabled. Ms. Miczek is a retired nurse from Children's Hospital.

### LICENSE RENEWALS PUBLIC HEARING

Question of renewing the following licenses for 2024:

Common Victualler

Food Vendor

Alcohol

Entertainment

Innholder

Lodging House

Secondhand Articles

Class 1 and Class 2 Motor Vehicles

Town Administrator Chas Carey made the introductions for the annual review and license renewal process. He indicated that this meeting is not an opportunity for the board to consider not renewing a license, which requires prior notice and due process. At this hearing, the board will take comments and concerns and follow up. If the board wishes, they can schedule a violation hearing at a later date or revoke a license. All the related reports are presented in the meeting packet. Some concerns on Pine Street Inn are being addressed by staff who are working diligently with the license holder.

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Public hearing:

Elizabeth Kane, Monmouth Street, thanked the town for their efforts in dealing with Pine St. Inn. The residents at this lodging house are unable to live on their own due to substance addiction and mental health issues. This is creating drug dealing and drug use in the neighborhood; this residence is not properly staffed to deal with these issues. Please require them to follow the lodging house rules.

Elizabeth Mora spoke on Pine Street Inn. The first 15 years there were relatively few issues, and at that time there was always someone to call with concerns; that has not been the case in recent years. There have been domestic altercations, verbal and physical assaults, and an assault on herself. She urged there to be an in-house manager at both sides of this dwelling on Beals St. They can live peacefully; they did it for 15 years.

Devon Fields, Assistant Town Administrator for Operations provided a brief review of actions and processes being done to date; more work needs to be done.

Common Victualler – the following applicants are conditional upon renewal submittal by December 31, 2023

Chilacates

Citra A Fresh Café

Shawarma King

Silk Road Uyghue Cuisine

Village Pizza House

Food Vendor – When Pigs Fly conditional upon renewal submittal by December 31, 2023

Alcohol – Parlour - conditional upon renewal submittal by December 31, 2023

Entertainment- the following applicants are conditional upon renewal submittal by December 31, 2023

Chilacates

Citra A Fresh Café

Shawarma King

Silk Road Uyghue Cuisine

Village Pizza House

Innholder - All the paperwork has been submitted with no outstanding issues

Lodging House – 16 Williams Street, conditional upon application submitted by December 31, 2023.

Secondhand Articles and Antiques – Village Vinyl conditional upon application submitted by December 31, 2023

Class 1 and Class 2 Motor Vehicles - All the paperwork has been submitted with no outstanding issues

On motion it was,

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Vote to approve the 2024 license renewals as submitted with the related conditions.

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Paul Warren

### DEPARTMENTAL LICENSE FEES

Question of making changes to the following departmental fee schedule under the provisions of MGL Ch. 40, Sec. 22F:

- Marijuana License Fee

Deputy Town Administrator Melissa Goff reviewed her memo:

The Town is in the process of amending the Host Community Agreements with the marijuana retailers, which will result in a change in the resources available to support the regulatory environment. I have reviewed, with the relevant department, time spent on projects that are related to the regulation of the industry. The estimates also include time spent processing license applications and renewals. The attached spreadsheet provides the information by title. Mitigation activities such as public education and public works-related activities are not included in this fee estimate.

Attorney Jeffrey Allen, representing Sanctuary Medicinals, Inc. spoke on the imposed fees which he feels are contrary to the regulator scheme, and therefore, are unlawful. He added that there should be an invoice from the municipality for the impacted cost with a thirty-day right to dispute; that is how community impact fees are charged and assessed; each location separately. These establishments should be treated like the retail sales of anything else, liquor, bread, etc. They firmly believe it is an unlawful violation of the adopted Acts of 2022. If this is passed he will consult with his client on what they want to do.

Attorney Jennifer Gilbert, representing NETA and Mission MA, thanked Jonathan Simpson for working with them to get a Host Community Agreement (HCA) that they believe was negotiated in good faith. Concerning the fees, they do have concerns with the legality of it going from \$450.00 a year for the retail side to \$20,000, which seems excessive. She agrees with Jeffrey's review on the regulatory impact; however, we understand that whatever amount is adopted this evening will be paid by Neta and Mission as instructed by the town by the end of the month.

Town Administrator Chas Carey thanked the current licensees for their participation in the process. He acknowledged that the town would like to be good partners and respect their position on the fees, however, they respectfully disagree with that position. You have been working with us in this new industry to try and develop an appropriate way forward so that cannabis is treated like any other legal substance that is allowed within the commonwealth, like package stores. Package stores pay license fee, secondhand goods stores pay license fees most businesses in town pay a license fee. He does not think that a business is above a licensing fee. He welcomes continued discussion on this.

On motion it was,

## 6.B.

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Voted That the Town adopts the following fee schedule for Marijuana Licenses under the provisions of MGL Chapter 40, Section 22F:

Annual license fee: \$20,000.00

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Paul Warren

### MARIJUANA LICENSE RENEWALS PUBLIC HEARING

Review of the renewal application and license conditions pertaining to the Marijuana Retail License held by Comm Ave Canna, Inc. - 1030 Commonwealth Ave., 2nd Floor.

Review of the renewal application and license conditions pertaining to the Marijuana Retail License held by Mission Cannabis, 1024B Commonwealth Ave.

Review of the renewal application and license conditions pertaining to the Marijuana Retail License held by Sanctuary Medicinals, 1351 Beacon Street.

Review of the renewal application and license conditions pertaining to the Marijuana Retail and Medical Marijuana Treatment Center Licenses held by New England Treatment Access, LLC (NETA), 160 Washington Street.

First Assistant Town Counsel Jonathan Simpson reported that he has been working with the applicants throughout the year notably the last couple of weeks. Under the regulatory regime, now with cannabis licensing and particularly host community agreements, we are required to enter into every retailer and every license holder in the town. One of the new requirements of the regulation is that all conditions of operation are supposed to now reside within the HCA. If a license holder doesn't conform to the conditions in the HCA, the board reserves the right to take any action appropriate under the powers of a licensing authority. All of the conditions will reside within Exhibit A of the HCA. Each retailer will have a similar set of documents, but their conditions will be slightly different. He provided a brief review of the various conditions. He added that three of the retailers are ready in final form, and Comm. Ave Canna is still pending final agreements.

He addressed the licensing fee; an HCA cannot require that an applicant /company waive its right to challenge any of this. They all agreed this is not the forum to debate, but they do have the right to bring a challenge in the future that this fee structure is impermissible.

Comm Ave Canna, Inc. - 1030 Commonwealth Ave., 2nd Floor

Attorney Adam Barnosky noted that in reviewing their final conditions they would like to see some minor compulsory items be considered upon request. They are trying to figure out a way to reserve all of the protections for the town while making sure that some of these practical operational issues are met.

Attorney Allen noted that all issues were resolved and it was a good process.

Donelle O'Neal spoke about the equity list; there have been a lot of minorities in town inquiring about cannabis licenses. These 4 license holders tonight have been grandfathered in, which is unfair. He noted social consumption licenses may be coming to the town.

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Attorney Simpson reviewed that social consumption would allow customers of marijuana products to consume products purchased on-site. Currently, it is explicitly disallowed by both state and local law. It has always been contemplated as coming at some point. At this point it is impossible to describe what it would be like in Brookline, there would be a process.

*Board member Sandman enters*

The board spoke about the diversity plans, noting that in 2022-2023 there was less diversity, and inquired about NETA's mentoring program.

Nicole Heisler, NETA noted that their mentorship program is currently in flux, they recently lost their leader last May, and a new employee has taken over and working with their employee resource groups. NETA reported that there has been a decrease in staff across the board. They have a high attrition rate at the entry level and are working with different hiring groups. She added that Brookline has the most diverse staff.

Susan Park asked about Comm Ave Canna's recent opening. Do they have any social equity ideas in the works? Attorney Barnosky responded the company is a family-owned, veteran-owned, small family business working under the requirements of the diversity plan. They do have a diverse workforce.

Garrett Hauck, Comm Ave. Canna added they have met their diversity agreements and will most likely exceed them. They will submit to the board those documents.

Hearing closed.

On motion it was,

Voted to authorize the Town Administrator Carey to sign the final HCA documents for NETA, Mission Cannabis, and Sanctuary Medicinals.

Voted to authorize Chair Greene to review the HCA documents related to Comm. Ave Canna and to authorize the Town Administrator to sign final documents.

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman, Paul Warren

On motion it was,

1. Voted to approve the renewal application and license conditions pertaining to the Marijuana Retail License held by Comm Ave Canna, Inc. - 1030 Commonwealth Ave., 2nd Floor, with the understanding that because conditions in the Host Community Agreement are relevant to the license and are still being finalized, the Board reserves its right to take this matter up again if a final Agreement cannot be reached.
2. Voted to approve the renewal application and license conditions pertaining to the Marijuana Retail License held by Mission Cannabis, 1024B Commonwealth Ave.

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3. Voted to approve the renewal application and license conditions pertaining to the Marijuana Retail License held by Sanctuary Medicinals, 1351 Beacon Street.
  
4. Voted to approve the renewal application and license conditions pertaining to the Marijuana Retail and Medical Marijuana Treatment Center Licenses held by New England Treatment Access, LLC (NETA), 160 Washington Street.

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman, Paul Warren

### NATIONAL COMMUNITY SURVEY CUSTOM QUESTIONS

Question of approving the custom questions for the National Community Survey.

Town Administrator, Chas Carey, presented the draft survey questions to the board for review.

The board addressed:

- Identify the town's current form of government, inquire about involvement
- Use of the Likert scale to express satisfaction level or agreement
- Being conscience of the limited space available
- Targeting homeowners vs. renters was discussed
- Identifying Town Meeting members was discussed
- Identifying where the residents would like to see their tax money spent; how to capture renters in that category
- Review of the 2014 survey questions

Mr. Carey added that the experts will review and provide guidance.

Chair Greene delegated Devon Fields and Chas Carey the final write-up of the questions.

### 2023 SPECIAL TOWN MEETING FOLLOW UP *\*taken out of order*

Follow up on the Select Board actions from the 2023 Special Town Meeting.

Question of transmitting the following warrant articles as home rule petitions to the Brookline State Legislative Delegation:

Melissa Goff provided a brief review of the actions taken at Town Meeting.



# 6.B.

In Select Board

12/19/2023

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ARTICLE NUMBER	SUBJECT	TOWN MEETING VOTE	SB ACTION REQUIRED
1	Unpaid Bills	NO ACTION	N/A
2	Collective Bargaining	NO ACTION	N/A
3	MBTA Communities Act Consensus Plan	NO ACTION	N/A
4	MBTA Communities Act M-District	NO ACTION	N/A
5	MBTA Communities Act M-District dup	NO ACTION	N/A
6	Zoning amendment - Mason Terrace	FAVORABLE ACTION	N/A
7	Home Rule W&S Sr. Discount	FAVORABLE ACTION	Referred to Select Board - need guidance on next steps
8	Sr Tax work-off expansion	NO ACTION	N/A
9	Create Payroll Division	FAVORABLE ACTION	Consider proposal as part of FY25 Financial Plan
10	Bond recission	FAVORABLE ACTION	N/A
11	Community Preservation - Add "Act"	FAVORABLE ACTION	N/A
12	Town Clerk By-Law corrections	NO ACTION	N/A
13	Rename Heath School	FAVORABLE ACTION	N/A
14	Pet store animal ban	FAVORABLE ACTION	N/A
15	Traveling animals	FAVORABLE ACTION	N/A
16	HRP Rent Control	FAVORABLE ACTION	File special legislation
17	PFAS	FAVORABLE ACTION	N/A
18	Form of Govt.	FAVORABLE ACTION	N/A
STM2-1	Budget Amendment	FAVORABLE ACTION	N/A
STM3 -1	MBTA CA revised	NO ACTION	N/A
STM4 - 1	MBTA CA revised	FAVORABLE ACTION	N/A

On motion it was,

Voted to transmit the following warrant articles as home rule petitions to the Brookline State Legislative Delegation:

Warrant Article 16 - Rent Control

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Paul Warren

Absent: Michael Sandman

There being no further business, the Chair ended the meeting at 8:36 pm.

ATTEST

# 6.B.



## MINUTES SELECT BOARD

### WORKSHOP MEETING

12/14/2023 | 9:00 AM

Hybrid Brookline Golf Course, 1281 West Roxbury Parkway, Chestnut Hill & zoom remote meeting

Present: Select Board Member Bernard Greene, Select Board Member John VanScoyoc, Select Board Member, Mariam Aschkenasy, Select Board Member Michael Sandman, Select Board Member, Paul Warren

### ANNOUNCEMENTS/UPDATES

Town Administrator Town Administrator Chas Carey made the introductions.

### SUMMER WORKSHOP RECAP

Review of priorities and action items from the summer 2023 Select Board Workshop.

- Vision and mission-setting
- Goals and objectives
- Short- and long-term priorities
- Action items:
  - Designate board members to focus on certain goals and responsibilities
  - Adopted policies

The board discussed its vision and mission statements.

Vision statement - aspirational

Budget should reflect what it is we want as a community from local government

Budget will prompt choices

Develop a set of high-level metrics /dashboard – track it

Mission:

What needs to be done to achieve the vision

Goals and objectives to get there

Review of the rezoning process and how that mission was achieved

On motion it was,

Voted to adopt the following Vision statement:

Brookline should be a diverse community that is well integrated socially, economically and racially, making it a place where people of all backgrounds can and want to live and work.

## 6.B.

In Select Board

12/14/2023

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Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman, Paul Warren

### FINANCIAL FORECAST/CIP PRESENTATION

Deputy Town Administrator Melissa Goff and Finance Director Lincoln Heineman will appear to present the FY2025 Financial Forecast and preliminary Capital Improvements Plan.

Deputy Town Administrator Melissa Goff and Finance Director Lincoln Heineman made a presentation.

- Summary
- Primary Assumptions
- Revenue- expenditures
- General Fund review
- Property Taxes
- Debt exclusion review
- State Aid
- Local receipts – an increase of \$1.6M (mainly hotel/motel excise)
- Free cash – used in accordance with the Town’s Free cash policies
- Fully allocated expenditures
- Town/School split- acknowledgment of a potential \$1M deficit in the school’s budget
- Benefits
- ARPA
- Potential future revenues – parking meter rates, refuse fee, CPA, grant opportunities
- Longer-term questions
  - What initiatives should we prioritize with existing resource

The Board Select Board will pause business to break for lunch.

### SELECT BOARD PRIORITIES

Discussion on the following Town priorities:

- Sustainability Division
  - Bring on the director now
  - Expanding it to a division-level operation
  - Staggered staffing of 2

There was a brief discussion of the goals and expectations.

### - American Rescue Plans Fund Update

Ms. Goff reviewed that we have been working diligently on processing the applications and realized it is a large load for one person. Additional staff will be assisting. Ms. Goff noted that what we have achieved has been pretty impressive. She added that Brookline included a lot of sub-recipients, this is not a program that we are seeing in other communities and the town built a lot of it from scratch.

## 6.B.

In Select Board

12/14/2023

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- Expanded half the funds
- Anticipate some funds being held until the applications are completed.

- Office of Housing Stability

- Town Meeting passage
- Established task force
- Town website presence
- Review of software capabilities

It was noted that this office will not provide any funds to support those in a housing crisis, but rather provide resources and guidance.

-Town/School Partnership

The board discussed the town school split. Should we take one one-time deep look at that budget and build it out from the bottom up? It was determined that more discussion and review is required.

The board discussed the school's deficit. Town Administrator Chas Carey noted that they can comment, but cannot reach into their budget. The result is a one-line item for the schools. We try to collaboratively do that on both sides, saying we know what you want, what do you need.

How much would fee increases be split? Should 100% of the fee cover 100% of the costs? The board spoke briefly on efficiencies and classroom size.

### EXECUTIVE SESSION

For the purpose of discussing litigation strategy.

For the purpose of discussing strategy regarding upcoming negotiations with Town unions.

On motion it was,

Voted to enter into executive session.

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman, Paul Warren

The board will not reconvene in open session.

The meeting ended at 3:00pm.

ATTEST



# *Town of Brookline*

## *Massachusetts*

**Department of Planning and  
Community Development**

Town Hall, 3<sup>rd</sup> Floor  
333 Washington Street  
Brookline, MA 02445-6899  
(617) 730-2130

**Kara Brewton  
Director**

TO: Select Board  
FROM: Kara Brewton, Director of Planning & Community Development  
DATE: December 28, 2023  
RE: Authorization to Hire Administrative Head Clerk  
CC: Chas Carey, Town Administrator  
Jennifer Stallion, Labor & Employee Relations Specialist

For your January 9, 2023 meeting, I request your authorization to hire the Administrative Head Clerk position within the Department of Planning & Community Development. Attached is the Authorization to Hire Request form and associated job description. This position is responsible for managing all of the day-to-day financial administration for the Department as well as managing the majority of customer inquiries at the front desk or phone.



# Town of Brookline

## Massachusetts

### Authorization To Hire Request Form

Send the completed form to Human Resources for review/approval. HR will send the approved form to the SB for placement on the agenda. This form is required for all full-time, regular and part-time regular positions. This excludes seasonal and temporary positions.

1. **Position Title:** \_\_\_\_\_ **Grade:** \_\_\_\_\_

2. **Department:** \_\_\_\_\_ **Division:** \_\_\_\_\_

3. **Position Control #:** \_\_\_\_\_ **Prior Incumbent:** \_\_\_\_\_

a. Reason for Leaving:  Resignation  Retirement  Other: \_\_\_\_\_

4. **Budgetary Information:**

Department Code: \_\_\_\_\_ Budget Code: \_\_\_\_\_ % \_\_\_\_\_

Grant Funded-Name: \_\_\_\_\_  Revolving Fund  Enterprise Fund

Full-Time: # of hours/week:  37  37.5  40  42 or  Part-Time hrs/week: \_\_\_\_\_

6. **Position Information:**

Summarize the primary function of this position.

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7. I have considered the following alternatives to filling this position:

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11. Suggested sources for specialized recruitment advertising:

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13. **Signatures:**

Department Head: \_\_\_\_\_ Date: \_\_\_\_\_

Human Resources: \_\_\_\_\_ Date: \_\_\_\_\_

Town Administrator: \_\_\_\_\_ Date: \_\_\_\_\_

14. **Approvals:**

Date on SB Agenda: \_\_\_\_\_ Date Approved: \_\_\_\_\_

**ADMINISTRATIVE HEAD CLERK  
PLANNING AND COMMUNITY DEVELOPMENT (ADMINISTRATION)**

**Grade C-10**

**PRIMARY PURPOSE**

Administrative and financial duties assisting the Director, Assistant Director and Zoning Administrator with the daily operations and administration of the department; all other related work, as required. Performs a wide range of complex administrative duties that require general knowledge of Planning, Zoning, and Community Development practices and procedures. Performs all other related duties, as required.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

*The essential functions or duties listed below are illustrations of the type of work that is performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.*

Provides customer service by answering questions both in person or by telephone; provides information relative to department policies and procedures; refers individuals to appropriate source as required. Responds tactfully to citizen's complaints.

Performs or delegates all general clerical duties including, but not limited to, word processing, making copies, filing, data entry, answering the telephone, opening and delivering mail, etc. Maintains all records and files. Drafts correspondence.

Ensures smooth running of all divisions in DPCD through proper communication; organizes, delegates and reviews communications and correspondence.

Assists the Director, Assistant Director, and Zoning Administrator of the DPCD in daily office functions and schedules meetings and appointments; may act as liaison with the general public.

Responsible for a variety of on-going projects and activities requiring comprehensive knowledge of DPCD activities and familiarity with the Zoning By-law, procedures, rules and regulations.

Assists staff, the public and other departments in the furnishing of information and the resolution of problems; suggests alternative courses of action; researches questions; handles unusual or difficult situations.

Assists the Director with the preparation of the annual budget; prepares and types a variety of reports, records, memorandum, correspondence, and other materials; prepares and maintains financial records and reports; performs related data and word processing work.

Prepares all necessary administrative documents to ensure the timely and accurate

*Brookline, Massachusetts  
Administrative Head Clerk - Planning & CD  
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## 6.C.

processing of the Department's business functions including, but not limited to requisitions, receiving invoices, budget transfers, supporting documentation, etc.

Maintains internal control system for monitoring, ordering, and distributing materials and office supplies. Tracks the department budget.

Assists in the department's hiring process; sets-up interviews; and works with Human Resources Department.

Interacts with other town departments on administrative issues such as retirement, civil service, and town policies.

Distributes incoming mail and handles sensitive and confidential correspondence.

Performs similar or related work as directed, required, or as situation dictates.

### **SUPERVISION**

Works under the general direction of the Director, Assistant Director and Zoning Administrator of the Department of Planning and Community Development; resolves problems of other staff generally seeking guidance regarding administrative policies or procedures. Job functions require the exercise of judgment and a broad knowledge of department operations.

Supervises one full-time employee and one part-time employee; coordinates the work of interns.

### **WORK ENVIRONMENT**

Performs work in office conditions; the nature and volume of work are usually stable.

The employee operates all standard office equipment including computer technologies.

Makes regular contacts with the general public, Town Meeting Members, other town departments, vendors, developers, attorneys, architects, engineers, and representatives of outside organizations. Handles the difficult customer service requests.

Maintains department oriented confidential information such as payroll and personnel records; has access to other confidential information related to department activities.

Errors could result in considerable confusion and delay and adverse public relations.

### **RECOMMENDED MINIMUM QUALIFICATIONS**

#### **EDUCATION AND EXPERIENCE**

High school diploma plus coursework related to business administration, accounting, finance, secretarial science and other related courses; business training; three - five years of office or business experience; municipal experience preferred; or an equivalent combination of education and experience.

*Brookline, Massachusetts  
Administrative Head Clerk - Planning & CD*

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## 6.C.

### **KNOWLEDGE, ABILITY AND SKILL**

Thorough knowledge of office practices and procedures. Thorough knowledge of department operations.

Ability to work independently, organize time and complete tasks to meet deadlines; ability to communicate effectively with the public verbally and in writing; ability to maintain confidential information. Ability to supervise others and independently make decisions and solve problems. Ability to operate various types of office equipment.

Interpersonal skills; computer skills, including word processing and spreadsheets; typing and office skills; organizational skills; supervisory skills; mathematical skills; written and oral communication skills. Skill in accounting.

### **PHYSICAL REQUIREMENTS**

Minimal physical effort is required to perform duties; ability to stand, sit, speak and hear and operate office equipment; vision requirements include the ability to read documents and use a computer.

*This job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer, as the needs of the employer and requirements of the job change.*



**Brookline Police**  
**Traffic Division**  
**Inter-Departmental**  
**Memo**

To: Chief Jennifer Paster  
From: Dep. Supt. Michal Murphy  
CC: Superintendent Kevin Mealy  
Date: December 12, 2023  
Re: 2024 Boston Marathon Permit

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Mam,

The BAA has requested a parade permit for the 128th Boston Marathon to be held on Monday April 15th, 2024. Their permit request contains language that is consistent with the event held last year. Times, locales of signage, tents and aid stations among other details appear appropriate. Knowing that the amount of preparation and direct communications with the BAA will be forthcoming for this upcoming event, I would recommend that we support their permit request. Thank you.

Respectfully,

Dep. Supt. Michael Murphy



# Boston Athletic Association

185 DARTMOUTH STREET, 6TH FLOOR, BOSTON, MASSACHUSETTS 02116  
617.236.1652 www.baa.org

December 8, 2024

Bernard Greene, Chair  
Brookline Select Board  
333 Washington Street  
Brookline, MA 02445

RE: 128<sup>th</sup> Boston Marathon Parade Permit – Monday, April 15, 2024

Chair Greene and Members of the Select Board:

The 127<sup>th</sup> Boston Marathon is scheduled for Monday, April 15<sup>th</sup>, 2024. The Boston Athletic Association requests that the Town of Brookline issue a parade permit to conduct our annual event.

The field size of 30,000 runners remains consistent as previous years, with 4 waves of 7,500 departing every 25 minutes beginning at 10:00AM. Earlier starts for other groups are expected to begin as early as 9:00AM, as attached. The B.A.A. plans to work within the same footprint used in the past, not impacting additional roadways. The race operations team is reviewing these and other items while coordinating with town, state police, and others as required.

The B.A.A. requests that Brookline's authorization includes permission to control and utilize the roadway, adjacent sidewalks, and other appropriate areas, as determined in our planning sessions, to conduct the race in a safe and controlled manner. This includes permission to deliver and install course signage, hydration stations, portable toilets, medical stations, timing mats, mile markers, and other equipment as outlined in the included attachments. The Town of Brookline is named as additionally insured on our liability insurance policy and a certificate of insurance is included here.

The Boston Athletic Association looks forward to working with Brookline to conduct a safe and successful race on Patriots' Day for the athletes, volunteers, and spectators looking to take part in the 128<sup>th</sup> Boston Marathon.

Sincerely,

The Boston Athletic Association



# Boston Athletic Association

185 DARTMOUTH STREET, 6TH FLOOR, BOSTON, MASSACHUSETTS 02116  
617.236.1652 [www.baa.org](http://www.baa.org)

Monday, April 15<sup>th</sup>, 2024 – Patriots' Day

## Start Times

- 6:00 AM – Military Marchers
- 9:02 AM – Men's Wheelchair
- 9:05 AM – Women's Wheelchair
- 9:30 AM - Handcycles and Duos
- 9:37 AM – Professional Men
- 9:45 AM – Professional Women
- 9:50 AM – Para Athletics Division
- 10:00 AM – Wave 1
- 10:25 AM – Wave 2
- 10:50 AM – Wave 3
- 11:15 AM – Wave 4



# Boston Athletic Association

185 DARTMOUTH STREET, 6TH FLOOR, BOSTON, MASSACHUSETTS 02116  
617.236.1652 [www.baa.org](http://www.baa.org)

## Brookline Course Crossings

Designated pedestrian crossings will be staffed and controlled by race officials and volunteers during the times Beacon Street is closed. These crossings are located at:

- Beacon Street @ Tappan Street
- Beacon Street @ Webster Street
- Beacon Street @ Hawes Street

Pedestrian access to these designated crossings will be permitted only if there is no danger or obstruction to race participants.

Boston Marathon Course Infrastructure Brighton/Brookline/Boston			
Mile Marker	Group	Location	Side of road
21.7	Medical	Commonwealth Ave Boyden Park	RIGHT
21.8	Energy Gel	Evergreen Cemetery 2022 Commonwealth Ave before Wade St	RIGHT
21.8	Pro Fluids	Evergreen Cemetery after Wade St	BOTH
22	Medical	Commonwealth Ave at Chestnut Hill Driveway	RIGHT
22	Water	Commonwealth Ave at Chestnut Hill Driveway	RIGHT
22.4	Medical	Beacon Street after Chestnut Hill Ave By Dunkin Donuts	RIGHT
22.8	Medical	Beacon Street at Dean Road	RIGHT
23.2	Medical	Beacon Street after Washington Square	LEFT
23.2	Water	1609 Beacon Street, Brookline	BOTH
23.9	Medical	Beacon Street at Harvard Street, by BoA	RIGHT
24.2	Water	1209-1217 Beacon Street, Brookline	BOTH
24.3	Medical	Beacon Street at Kent Street	RIGHT
24.8	Medical	Beacon Street at Park Drive, Audobon Circle	RIGHT
25.1	Water	677 Beacon Street	BOTH
25.5	Medical	Commonwealth Ave at Charlesgate West	LEFT

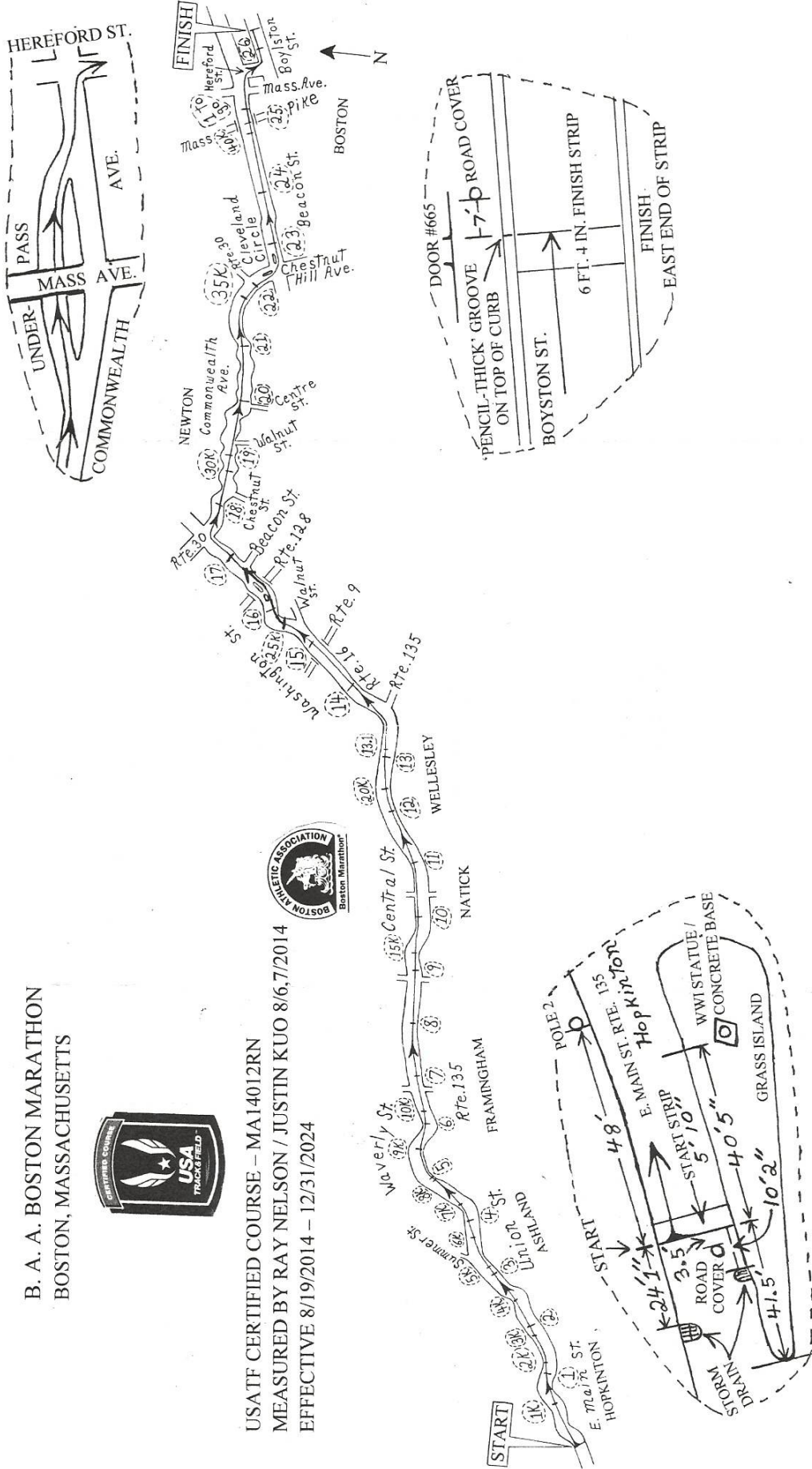
B. A. A. BOSTON MARATHON  
 BOSTON, MASSACHUSETTS



USATF CERTIFIED COURSE - MA14012RN  
 MEASURED BY RAY NELSON / JUSTIN KUO 8/6,7/2014  
 EFFECTIVE 8/19/2014 - 12/31/2024



6.D.



## 6.D.

### BOSTON MARATHON – MEASURED BY RAY NELSON / JUSTIN KUO 8/6,7/2014 SPLIT DESCRIPTIONS

1K – 0.62 MI. – 21.8 FT. BEFORE POLE 65 (R), 0.2 MILE AFTER E. END OF PRESTWICK DR. (R)

**MILE 1** – ON EAST MAIN ST., HOPKINTON, 42 FT. BEFORE PEACH ST. SIGNPOST (L), 12 FT. BEFORE STOP SIGN (R) AT EAST END OF LEGACTY FARMS RD. (R)

2K – 1.24 MI. – 15.5 FT. BEFORE BEGINNING OF DRIVEWAY #112 (R), 71.8 FT. BEFORE POLE 32 (R), 84.8 FT BEFORE MAILBOX POST #111 (L)

3K – 1.86 MI. – 4 FT. AFTER W. END OF WOODLAND RD. (R), 30 FT. BEFORE POLE 2 (R)  
**MILE 2** – ON WEST UNION ST., ASHLAND, IN MIDDLE OF DRIVEWAY #272 (R) AT EAST END OF RESIDENCE #272, 58.5 FT. AFTER POLE 119

4K – 2.48 MI. – IN ASHLAND, JUST BEFORE FRANKLIN RD. (L), 5 FT. AFTER POLE 89X

**MILE 3** – IN ASHLAND, JUST AFTER DRIVEWAY #66, 8 FT. BEFORE POLE 65 (R)

5K – IN ASHLAND, AT EAST END OF VOYAGERS LN., 6 FT. BEFORE DUNKIN DONUTS SIGN AT #41 W. UNION ST.

6K – 3.728 MI. – 3 FT. BEFORE FIRST FRONT DOOR TO #208 (R), 13 FT. AFTER POLE 31X (R)

**MILE 4** – IN ASHLAND AT #62 UNION ST. (R) (AT BEGINNING OF FITZY’S CAR WASH), AT TOM’S AUTO BODY (L), 3 FT. BEFORE POLE 44/15 (L), 136 YD. BEFORE BEGINNING OF FOUNTAIN ST.(L)

7K – 4.35 MI. – AT #13 UNION ST., 29 FT. BEFORE MILE MARKER POST 15/2 (R), 52.4 FT. BEFORE POLE 31

8K – 4.97 MI. – 9.5 FT. BEFORE POLE 48/1X (R), 12.5 FT. BEFORE ‘ENTERING FRAMINGHAM’ SIGN

**MILE 5** – 141 FT. AFTER ‘ENTERING FRAMINGHAM ST., 10 FT. BEFORE DOUBLE POSTED SIGN FOR WAVERLY ESTATES 1100-1114 (R), 10 FT. AFTER POLE 129 (R)

9K – 5.59 MI. – JUST BEFORE ENTRANCE TO #875 K.C.R. INC. (L), 9.5 FT AFTER NO PARKING SIGN (R), 33.8 FT. BEFORE POLE 99X

**MILE 6** – EVEN WITH LEADING EDGE OF WAVERLY MARKET (R) #684 WAVERLY ST., 20 FT. BEFORE POLE 77 (L), 3 FT. AFTER END OF ‘BEC’ ROAD COVER AT FAR (L), BIG PARKING LOT (L), 45 YD. AFTER END OF BETHANY RD. (R)

10K – 7 FT. BEFORE END OF BUILDING #596 (R), 2 FT. AFTER 3 HR. PARKING SIGN (R), 130 YD. AFTER END OF MELLEN ST. (R)

**MILE 7** – IN FRAMINGHAM ON WAVERLY ST. @ 40 YD. AFTER END OF BEAVER ST. (R), EVEN WITH LAMPOST AT END OF SHELL STATION

**MILE 8** – IN NATICK ON W. CENTRAL ST., 1 FT. BEFORE DOUBLE POSTED SIGN “DEERFIELD FOREST” (R), @ 35 YD. BEFORE NEWFIELD DR. (R), 10 FT. AFTER POLE 2 (L), 200 YD. AFTER END OF KENDALL LN. (R)

\*8.725 MILES AT END OF SPEEN ST.



## 6.D.

### ***BOSTON MARATHON – MEASURED BY RAY NELSON / JUSTIN KUO 8/6,7/2014***

**MILE 9** – JUST BEFORE DRIVEWAY TO UNNAMED BLDG. (L), JUST BEFORE # 113 CENTRAL ST. (AMERICAN LEGION W/ FLAGPOLE), 44 FT. BEFORE ‘SHARE THE ROAD’ SIGN (R), 60 FT. BEFORE POLE 67 (L)

15K – 9.32 MI. – 12 FT. AFTER EAST END OF FIRST DRIVEWAY TO MIDDLESEX PATH (L), 24 FT. BEFORE POLE 196-50 (L), 10 FT. BEFORE BEGINNING OF STORM DRAIN (L)

**MILE 10** – 60 YD. AFTER END OF WASHINGTON AVE. (L), 10 FT. BEFORE LEADING EDGE OF #43 CENTRAL ST. (RED HOUSE), JUST BEFORE BEGINNING OF DRIVEWAY #38 (R), 30 FT. BEFORE JCT 27 SIGN (R)

**MILE 11** – IN NATICK, 25 FT. AFTER FRONT DOOR TO 154 EAST CENTRAL ST. (JESAMONDO) (L)

\*11.72 MILES AT ‘ENTERING WELLESLEY’ SIGN, BEFORE POND ST.(R)

**MILE 12** - 100 YD. AFTER ACCESS ROAD TO ATHLETIC FIELDS / TENNIS COURTS, 16 FT. BEFORE LAMPOST 7 (L), 85 FT. BEFORE ‘MILE 22.8’ SIGN (R)

20K – 12.427 MI. – 55YD. AFTER EAST END OF MAIN ENTRANCE TO WELLESLEY COLLEGE, 9 FT. AFTER POLE 59 (L)

**MILE 13** – 5 FT AFTER FRONT DOOR TO #73 CENTRAL ST. (WILLIAM RAVEIS REAL ESTATE), JUST BEFORE CROSS ST. (R), 5 FT. AFTER METER 6073 (L)

HALF MARATHON – AT #13 CENTRAL ST. (JUNIPER), 20 FT. AFTER EAST END OF ABBOTT ST. (R), EVEN WITH ROAD COVER (L), 1 FT. AFTER LAMPOST (R)

**MILE 14** – IN WELLESLEY ON WASHINGTON ST., 40 YD. BEFORE ENTRANCE TO PARKING LOT TO TENNIS COURTS (R), 3 FT. AFTER ‘NO PARKING’ SIGN (L), 12 FT. BEFORE BEGINNING OF STORM DRAIN (R), 3 FT. BEFORE ‘NO PARKING SIGN (R), 45 FT. BEFORE LAMPOST 262 (R)

**MILE 15** – AT FRONT DOOR #189 WASHINGTON ST.(L), 25 YD, BEFORE BEGINNING OF WOODLAWN AVE., 24 FT BEFORE CROSSWALK, 102 YD. AFTER END OF GRANTLAND RD. (R)

25K – 15.53 MI. – IN WELLESLEY, JUST BEFORE #71 WASHINGTON ST., JUST AFTER HILLSIDE RD. (L), 3 FT. BEFORE BEGINNING OF STORM DRAIN (L), 9 FT. BEFORE LAMPOST 57 (L)

**MILE 16** – IN NEWTON, JUST BEFORE DRIVEWAY #2344 WASHINGTON ST. (R), @ 35 YD. AFTER CONCORD ST., 14 FT. BEFORE POLE 252

**MILE 17** – IN NEWTON, AT BEGINNING OF DRIVEWAY 1890 (R), 15 FT. AFTER POLE 202 (R), @ 110 YD. AFTER ENTRANCE TO WOODLAND GOLF CLUB (L)

\*17.45762 MILES AT TRAFFIC SIGN POST AT CORNER OF WASHINGTON ST. AND COMMONWEALTH AVE. AT FIRE STATION (R)

## 6.D.

### **BOSTON MARATHON – MEASURED BY RAY NELSON / JUSTIN KUO 8/6,7/2014**

**MILE 18** – 14 FT. BEFORE CROSSWALK AT EXETER ST. (R), 3 FT. AFTER ROAD COVER IN MIDDLE OF EXETER ST.

30K – 18.64 MI. – AFTER WAUWINET RD, AT END OF #1230 COMMONWEALTH AVE. (R), 6 FT. BEFORE STORM DRAIN (R), 11 FT. BEFORE POLE ‘COM/1223’ (L)

**MILE 19** – JUST BEFORE BEAUMONT AVE. (L) AT CITY HALL (R), 56 FT. BEFORE STORM DRAIN (L), 15 FT. AFTER LAMPPOST ‘COM/1063’

**MILE 20** – AFTER CENTRE ST., OPPOSITE E. END OF FRONT DOOR #615 COMMONWEALTH AVE (L), 10 FT. BEFORE BEGINNING OF DRIVEWAY TO SINGLE CAR GARAGE AT E. END OF WHITE FENCE (R)

**MILE 21** – IN CHESTNUT HILL, 15 FT. BEFORE FRONT DOOR TO #176 COMMONWEALTH AVE. (ENGLISH TUDOR HOUSE), 8 FT. BEFORE NO PARKING SIGN (R), 53 YD. BEFORE BEGINNING OF OLD COLONY RD. (R).

35K – 21.748 MI. – IN BRIGHTON ON COMMONWEALTH AVE., EVEN WITH SIDEWALK AT BEGINNING OF WADE ST. (R), 34 FT. AFTER LAMPPOST 1544

**MILE 22** – AT BEGINNING OF CHESTNUT HILL DRIVEWAY (R), OPPOSITE RESERVOIR TOWERS (L), EVEN WITH RCN ROAD COVER (L), 3.5 FT BEFORE END OF CURB (L)

**MILE 23** – IN BROOKLINE JUST BEFORE WINTHROP, 1 FT. BEFORE CROSSWALK AT #1665 BEACON ST. (NAIL PRO), EVEN WITH TRAFFIC LIGHT POST W/ SIGN ‘DO NOT ENTER, ONE WAY’ (L)

**MILE 24** – IN BROOKLINE, 2.5 FT. BEFORE BEGINNING OF DRIVEWAY #1265 (R), @ 40 YD. AFTER CHARLES ST. (R)

40K – 24.85 MI. – IN BOSTON, AT #841 BEACON ST.(METAL OVERHEAD DOOR TO MIELE SHOWROOM), 34 FT. AFTER END OF MINER ST. (R), EVEN WITH ‘BWSC’ SQUARE ROAD COVER (R)

**MILE 25** – ON MASS PIKE OVERPASS, 4 FT. BEFORE LAMPPOST R-17150 W/ ‘BEACON ST. / BLANSFORD ST. STEPS’ SIGNS (L)

1 MILE TO GO – AT KENMORE SQ. EVEN WITH #532 7/ELEVEN (R), 7 FT. AFTER ‘BOSTON DRAIN’ ROAD COVER (FAR R)

\*631 YD. FROM CORNER OF HEREFORD / BOYLSTON AT END OF STORM DRAIN TO FINISH

**MILE 26** – AT #841 BOYLSTON ST. (15 FT. AFTER E. END OF ENTRANCE / EXIT DOORS TO WALLGREENS PHARMACY) (L), 4 FT. BEFORE ‘GAS’ SMALL SQUARE ROAD COVER (L)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/05/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C No. Ext):</b> 1-877-945-7378 <b>FAX (A/C, No):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Boston Athletic Association 185 Dartmouth Street, 6th Floor Boston, MA 02116	<b>INSURER A:</b> National Casualty Company <b>NAIC #</b> 11991	
	<b>INSURER B:</b> National Union Fire Insurance Company of P <b>19445</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** W29558700      **REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		AIP-00034502874-00	06/30/2023	06/30/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$	Y		AIX-00034502875-00	06/30/2023	06/30/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate Holder is Additional Insured with respects the B.A.A. Half Marathon and B.A.A. Boston Marathon and all related events. Coverage is Primary and Non-contributory, Umbrella/Excess Follows Form.

### CERTIFICATE HOLDER

### CANCELLATION

Town of Brookline Brookline Selectmen 333 Washington Street Brookline, MA 02446	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



AIA Document B141

# Standard Form of Agreement Between Owner and Architect

1987 EDITION

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.*

## AGREEMENT

made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year of  
Two Thousand Twenty Four (2024)

**BETWEEN** the Owner: Town of Brookline  
*(Name and address)* Town Hall  
333 Washington Street  
Brookline, MA 02445-6648

and the Architect: LeMessurier  
*(Name and address)* 1380 Soldiers Field Road  
Boston, Massachusetts 02135

For the following Project:  
*(Include detailed description of Project, location, address and scope.)*

Selective Structural and Waterproofing Repairs, Brookline High School,  
115 Greenough Street, Brookline, Massachusetts

The Owner and Architect agree as set forth below.

Copyright 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, ©1987 by The American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will be subject to legal prosecution.

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

**ARTICLE 1**

**ARCHITECT'S RESPONSIBILITIES**

**1.1 ARCHITECT'S SERVICES**

**1.1.1** The Architect's services consist of those services performed by the Architect, Architect's employees and Architect's consultants as enumerated in Articles 2 and 3 of this Agreement and any other services included in Article 12.

**1.1.2** The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the Owner, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

**1.1.3** The services covered by this Agreement are subject to the time limitations contained in Subparagraph 11.5.1.

**ARTICLE 2**

**SCOPE OF ARCHITECT'S BASIC SERVICES**

**2.1 DEFINITION**

**2.1.1** The Architect's Basic Services consist of those described in Paragraphs 2.2 through 2.6 and any other services identified in Article 12 as part of Basic Services, and include normal structural, mechanical and electrical engineering services.

**2.2 SCHEMATIC DESIGN PHASE** \*SEE AMENDMENTS

**2.2.1** The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

**2.2.2** The Architect shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 5.2.1.

**2.2.3** The Architect shall review with the Owner alternative approaches to design and construction of the Project.

**2.2.4** Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

**2.2.5** The Architect shall submit to the Owner a preliminary estimate of Construction Cost based on current area, volume or other unit costs.

**2.3 DESIGN DEVELOPMENT PHASE**

**2.3.1** Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program,

schedule or construction budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

**2.3.2** The Architect shall advise the Owner of any adjustments to the preliminary estimate of Construction Cost.

**2.4 CONSTRUCTION DOCUMENTS PHASE**

**2.4.1** Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project. \* SEE AMENDMENTS

**2.4.2** The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

**2.4.3** The Architect shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.

**2.4.4** The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

**2.5 BIDDING OR NEGOTIATION PHASE**

**2.5.1** The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in obtaining bids ~~or negotiated proposals~~ and assist in awarding and preparing contracts for construction. \* SEE AMENDMENTS

**2.6 CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT**

**2.6.1** The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

**2.6.2** The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement. \* SEE AMENDMENTS

**2.6.3** Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect ~~with consent of the Contractor, which consent shall not be unreasonably withheld.~~ \*SEE AMENDMENTS

**2.6.4** The Architect shall be a representative of and shall advise and consult with the Owner (1) during construction until final payment to the Contractor is due, and (2) as an Additional Service at the Owner's direction from time to time during the correction period described in the Contract for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written instrument.

~~**2.6.5** The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Owner and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work. (More extensive site representation may be agreed to as an Additional Service, as described in Paragraph 3.2.) \* SEE AMENDMENTS~~

**2.6.6** The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

**2.6.7** The Architect shall at all times have access to the Work wherever it is in preparation or progress.

**2.6.8** Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall communicate through the Architect. Communications by and with the Architect's consultants shall be through the Architect.

**2.6.9** Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect shall review and certify the amounts due the Contractor.

**2.6.10** The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the site as provided in Subparagraph 2.6.5 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and the quality of Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or

quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

~~**2.6.11** The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.~~

~~**2.6.12** The Architect shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the construction of the Owner or of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents. \* SEE AMENDMENTS~~

**2.6.13** The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect as provided in Subparagraphs 3.1.1 and 3.3.3, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

~~**2.6.14** The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents. \* SEE AMENDMENTS~~

**2.6.15** The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under the requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.

**2.6.16** Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, ~~shall not show partiality to either~~, and shall not be liable for results of interpretations or decisions so rendered in good faith.

**2.6.17** The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**2.6.18** The Architect shall render written decisions within a reasonable time on all claims, disputes or other matters in question between the Owner and Contractor relating to the execution or progress of the Work as provided in the Contract Documents.

~~**2.6.19** The Architect's decisions on claims, disputes or other matters, including those in question between the Owner and Contractor, except for those relating to aesthetic effect as provided in Subparagraph 2.6.17, shall be subject to arbitration as provided in this Agreement and in the Contract Documents.~~

### ARTICLE 3

#### ADDITIONAL SERVICES

##### 3.1 GENERAL

**3.1.1** The services described in this Article 3 are not included in Basic Services unless so identified in Article 12, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Paragraphs 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Paragraph 3.3 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Paragraph 3.3 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services.

##### 3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

**3.2.1** If more extensive representation at the site than is described in Subparagraph 2.6.5 is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

**3.2.2** Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as agreed by the Owner and Architect. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B352 current as of the date of this Agreement, unless otherwise agreed.

~~**3.2.3** Through the observations by such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.~~

##### 3.3 CONTINGENT ADDITIONAL SERVICES

\* SEE AMENDMENTS

**3.3.1** Making revisions in Drawings, Specifications or other documents when such revisions are:

- .1 inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;
- .2 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or
- .3 due to changes required as a result of the Owner's failure to render decisions in a timely manner.

**3.3.2** Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Subparagraph 5.2.5.

~~**3.3.3** Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives.~~

**3.3.4** Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.

**3.3.5** Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

**3.3.6** Providing services made necessary by the <sup>formal</sup> default of the Contractor; by major defects or deficiencies in the Work of the Contractor, ~~or by failure of performance of either the Owner or Contractor under the Contract for Construction.~~

**3.3.7.** Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work. \*SEE AMENDMENTS

**3.3.8** Providing services in connection with a public hearing, arbitration proceeding or legal proceeding except where the Architect is party thereto.

**3.3.9** Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

##### 3.4 OPTIONAL ADDITIONAL SERVICES

~~**3.4.1** Providing analyses of the Owner's needs and programming the requirements of the Project.~~

**3.4.2** Providing financial feasibility or other special studies.

**3.4.3** Providing planning surveys, site evaluations or comparative studies of prospective sites.

~~3.4.4 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.~~

3.4.5 Providing services relative to future facilities, systems and equipment.

~~3.4.6 Providing services to investigate existing conditions or facilities or to make measured drawings thereof.~~

~~3.4.7 Providing services to verify the accuracy of drawings or other information furnished by the Owner.~~

3.4.8 Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.

3.4.9 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.

~~3.4.10 Providing detailed estimates of Construction Cost.~~

3.4.11 Providing detailed quantity surveys or inventories of material, equipment and labor.

~~3.4.12 Providing analyses of owning and operating costs.~~

3.4.13 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

3.4.14 Providing services for planning tenant or rental spaces.

3.4.15 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.

3.4.16 Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

3.4.17 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

3.4.18 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than 60 days after the date of Substantial Completion of the Work.

3.4.19 Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the Project provided as a part of Basic Services.

3.4.20 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

#### ARTICLE 4

#### OWNER'S RESPONSIBILITIES

~~4.1 The Owner shall provide full information regarding requirements for the Project, including a program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.~~

4.2 The Owner shall establish and update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

4.3 If requested by the Architect, the Owner shall furnish evidence that financial arrangements have been made to fulfill the Owner's obligations under this Agreement.

4.4 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

~~4.5 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.~~

~~4.6 The Owner shall furnish the services of geotechnical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits; determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating sub-soil conditions, with reports and appropriate professional recommendations.~~

~~4.6.1 The Owner shall furnish the services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Architect.~~

4.7 The Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

4.8 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.

4.9 The services, information, surveys and reports required by Paragraphs 4.5 through 4.8 shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

4.10 Prompt written notice shall be given by the Owner to the Architect if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

4.11 The proposed language of certificates or certifications requested of the Architect or Architect's consultants shall be submitted to the Architect for review and approval at least 14 days prior to execution. The Owner shall not request certifications that would require knowledge or services beyond the scope of this Agreement.



## ARTICLE 5 CONSTRUCTION COST

### 5.1 DEFINITION

5.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

5.1.3 Construction Cost does not include the compensation of the Architect and Architect's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 4.

### 5.2 RESPONSIBILITY FOR CONSTRUCTION COST

5.2.1 Evaluations of the Owner's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction. \*SEE AMENDMENTS

5.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

5.2.4 If a fixed limit of Construction Cost (adjusted as provided in Subparagraph 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- .1 give written approval of an increase in such fixed limit;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;

.3 if the Project is abandoned, terminate in accordance with Paragraph 8.3; or

.4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

5.2.5 If the Owner chooses to proceed under Clause 5.2.4.4, the Architect, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of Contract Documents shall be the limit of the Architect's responsibility arising out of the establishment of a fixed limit. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

## ARTICLE 6

### USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

6.1 The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project. ~~The Architect's Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, for additions to including completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.~~

6.2 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Architect's reserved rights.

## ARTICLE 7

### ARBITRATION

~~7.1 Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.~~

~~7.2 Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.~~

~~7.3 No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement.~~

~~except by written consent containing a specific reference to this Agreement signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~7.4 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

**ARTICLE 8**

**TERMINATION, SUSPENSION OR ABANDONMENT**

8.1 This Agreement may be terminated by ~~either party~~ <sup>the architect</sup> upon not less than seven days' written notice should ~~the other party~~ <sup>the owner</sup> fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

~~8.2 If the Project is suspended by the Owner for more than 90 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Architect's services.~~

8.3 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect in the event that the Project is permanently abandoned. ~~If the Project is abandoned by the Owner for more than 90 consecutive days, the Architect may terminate this Agreement by giving written notice.~~

8.4 Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

8.5 If the Owner fails to make payment when due, the Architect for services and expenses, the Architect may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 8.7.

8.7 Termination Expenses are in addition to compensation for Basic and Additional Services, and include expenses which are directly attributable to termination. ~~Termination Expenses shall be computed as a percentage of the total compensation for Basic Services and Additional Services earned to the time of termination, as follows:~~

- ~~1. twenty percent of the total compensation for Basic and Additional Services earned to date if termination occurs before or during the predesign, site analysis, or Schematic Design Phases; or~~

- ~~2. Ten percent of the total compensation for Basic and Additional Services earned to date if termination occurs during the Design Development Phase; or~~
- ~~3. Five percent of the total compensation for Basic and Additional Services earned to date if termination occurs during any subsequent phase.~~

**ARTICLE 9**

**MISCELLANEOUS PROVISIONS**

9.1 Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Owner.

9.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

**\*SEE AMENDMENTS**

~~9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.~~

9.4 The Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner and Architect each shall require similar waivers from their contractors, consultants and agents.

9.5 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement without the written consent of the other.

9.6 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

9.7 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

~~9.8 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.~~

9.9 The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of

the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect on the construction sign and in the promotional materials for the Project.

## ARTICLE 10

### PAYMENTS TO THE ARCHITECT

#### 10.1 DIRECT PERSONNEL EXPENSE

**10.1.1** Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

#### 10.2 REIMBURSABLE EXPENSES

**10.2.1** Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project, as identified in the following Clauses. SEE ALSO 11.4.1

**10.2.1.1** Expense of ~~transportation in connection with the Project, expenses in connection with authorized out of town travel;~~ long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project.

**10.2.1.2** Expense of reproductions, postage and handling of Drawings, Specifications and other documents. ~~for bidding only~~

**10.2.1.3** ~~If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates~~

**10.2.1.4** Expense of renderings, models and mock-ups requested by the Owner.

**10.2.1.5** ~~Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and Architect's consultants.~~

**10.2.1.6** ~~Expense of computer-aided design and drafting equipment time when used in connection with the Project.~~

#### 10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

**10.3.1** An initial payment as set forth in Paragraph 11.1 is the minimum payment under this Agreement.

**10.3.2** Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Subparagraph 11.2.2.

**10.3.3** If and to the extent that the time initially established in Subparagraph 11.5.1 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Subparagraph 11.3.2.

**10.3.4** When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Subparagraph 11.2.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

#### 10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

**10.4.1** Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

#### 10.5 PAYMENTS WITHHELD

**10.5.1** No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been found to be liable.

#### 10.6 ARCHITECT'S ACCOUNTING RECORDS

**10.6.1** Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

## ARTICLE 11

### BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

**11.1** AN INITIAL PAYMENT of zero Dollars (\$0.00 ) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

#### 11.2 BASIC COMPENSATION

**11.2.1** FOR BASIC SERVICES, as described in Article 2, and any other services included in Article 12 as part of Basic Services, Basic Compensation shall be computed as follows:

*(Insert basis of compensation, including stipulated sums, multiples or percentages, and identify phases to which particular methods of compensation apply, if necessary.)*

Set fee: \$119,430.00

# 6.E.

**11.2.2** Where compensation is based on a stipulated sum or percentage of Construction Cost, progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:

*(Insert additional phases as appropriate.)*

See "Schedule A"

Schematic Design Phase:	percent ( %)
Design Development Phase:	percent ( %)
Construction Documents Phase:	percent ( %)
Bidding or Negotiation Phase:	percent ( %)
Construction Phase:	percent ( %)
Total Basic Compensation:	one hundred percent (100%)

## 11.3 COMPENSATION FOR ADDITIONAL SERVICES

**11.3.1** FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES, as described in Paragraph 3.2, compensation shall be computed as follows:

Principals; Architect and Engineer:  
Projects Architect or Engineer:  
Architect or Engineer:  
Drafter:

See "Schedule A"

**11.3.2** FOR ADDITIONAL SERVICES OF THE ARCHITECT, as described in Articles 3 and 12, other than (1) Additional Project Representation, as described in Paragraph 3.2, and (2) services included in Article 12 as part of Basic Services, but excluding services of consultants, compensation shall be computed as follows:

*(Insert basis of compensation, including rates and/or multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)*

Additional services shall be compensated either on an hourly basis in accordance with the hourly billing noted in 11.3.1 above, or a lump sum basis for designated services as mutually agreed to by the Owner and Architect.

**11.3.3** FOR ADDITIONAL SERVICES OF CONSULTANTS, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 3.4.19 or identified in Article 12 as part of Additional Services, a multiple of \_\_\_\_\_ times the amounts billed to the Architect for such services.

*(Identify specific types of consultants in Article 12, if required.)*

## 11.4 REIMBURSABLE EXPENSES

**11.4.1** FOR REIMBURSABLE EXPENSES, as described in Paragraph 10.2, and any other items included in Article 12 as Reimbursable Expenses, a multiple of \_\_\_\_\_ times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

## 11.5 ADDITIONAL PROVISIONS

**11.5.1** IF THE BASIC SERVICES covered by this Agreement have not been completed within ( \_\_\_\_\_ ) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Subparagraphs 10.3.3 and 11.3.2.

**11.5.2** Payments are due and payable thirty ( 30 ) days from the date of the Architect's invoice. Amounts unpaid ( \_\_\_\_\_ ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of interest agreed upon.)*

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)*

For Basic Services

11.5.3 The rates and multiples set forth for Additional Services shall be annually adjusted in accordance with normal salary review practices of the Architect.

**ARTICLE 12  
OTHER CONDITIONS OR SERVICES**

*(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Agreement.)*

This Agreement entered into as of the day and year first written above.

OWNER

*Refer to signature page*

ARCHITECT

*(Signature)*

*(Signature)*

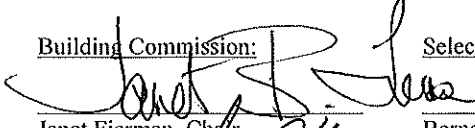
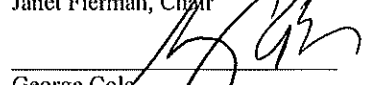
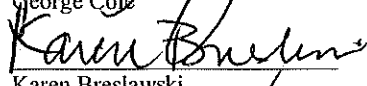
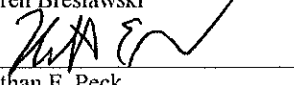

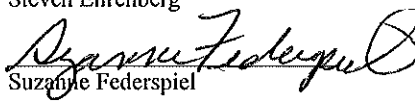
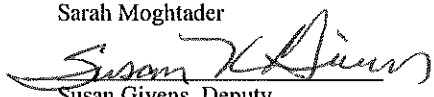
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*(Printed name and title)*



**CAUTION: You should sign an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.**

SELECTIVE STRUCTURAL AND WATERPROOFING REPAIRS ROOKLINE HIGH SCHOOL

<u>Building Commission:</u>	<u>Select Board:</u>	<u>School Committee:</u>
 Janet Fierman, Chair	_____	_____
_____	Bernard W. Greene, Chair	David Pearlman, Chair
 George Cole	_____	_____
 Karen Breslawski	Michael Sandman	Andy Liu
_____	_____	_____
 Nathan E. Peck	John VanScoyoc	Helen Charlupski
_____	_____	_____
 Brooke Duskin	Miriam Aschkenasy	Steven Ehrenberg
_____	_____	 Suzanne Federspiel
	Paul Warren	_____
		Valerie Frias
		_____
		Natalia Linos
		_____
		Mariah Nobrega
		_____
		Sarah Moghtader
		 Susan Givens, Deputy Superintendent

Certification:

I hereby certify, in accordance with Mass. Gen. Laws ch. 44 paragraph 31C that an appropriation in the amount of \$119,430.00 has been made and is available for compensation to the Contractor for the work described in this Agreement and all approved requisitions, invoices and change orders.

\_\_\_\_\_  
Michael DiPietro, Town Comptroller

Approved As to Form:

\_\_\_\_\_  
Joseph Callanan, Town Counsel

## AMENDMENTS TO ARTICLES OF CONTRACT

The following revisions modify, change, delete from, or add to the standard "Form of Agreement Between Owner and Architect," AIA Document B141, 1987 edition, between the Town of Brookline and LeMessurier. Where any Article or any Paragraph, Subparagraph, or Clause thereof is modified or deleted by these Supplementary Conditions, the unaffected and unaltered provisions of that Article, Paragraph, Subparagraph or Clause thereof, the provisions of the Supplementary Conditions shall govern the provisions of the Agreement. In the case of conflicting provisions, the terms, conditions and provisions set forth in the "Amendments to Articles of Contract" shall control.

### ARTICLE 1:

1.1.3 All construction documents shall be completed in accordance with the attached schedule.

### ARTICLE 2:

2.1.1 .... which are reasonably necessary for the Architect to provide complete design services for the project. The Architect shall provide cost estimates prepared by a professional cost estimator at the end of Schematic Design, at the end of Design Development and at the 60% completion of Construction Documents. This is a two phase Agreement and Phase I is through Construction Documents and Bidding. Phase II is for Construction Administration. The Owner can, at its sole discretion, elect not to proceed with Phase II of the project.

2.4.1 The Construction Documents shall include drawings and specifications that establish or detail the quality levels of materials and systems required for the project. The Construction Documents shall comply with all applicable statutes, ordinances, orders, rules and regulations.

2.4.1.1 The Architects shall be responsible for the coordination of all drawings and design documents relating to the Architect's design and used on the project, regardless of whether such drawings and documents are prepared or performed by the Architect or the Architect's sub-consultants. The Architect shall be responsible for the completeness and accuracy of all drawings and specifications submitted by or through the Architect and for their compliance with all applicable codes, ordinances, regulations, laws and statutes.

2.5.1 .... Including distribution of document to prospective bidders and providing notices to the Central Register.

2.6.2 Delete the language after "A201, General Conditions of the Contract for Construction" and insert thereafter "1987 Edition with such revisions as are incorporated in the Project Specifications issued by the Architect with the approval of the Owner."

## 6.E.

- 2.6.3 Except as otherwise provided in subparagraph 2.6.2 above ...
- 2.6.5 The Architect shall visit at least once a week to become familiar in detail with the Progress and quality of the work, to guard against defect and deficiencies in the work, and to determine in detail to the best of his knowledge and ability if the work is being performed in accordance with all requirements of the Contract Documents and all applicable statutes, regulations, codes, ordinances, rules and orders. Upon identification of work being performed in a manner that is not in accordance with contractual, statutory or regulatory requirements, or which is in any other way defective, the Architect shall notify the Owner in writing of such non-complying or defective work.
- 2.6.12 "The Architect shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples", for the purpose of assuring compliance with applicable statutes, regulations, codes, ordinances, rules and orders, and assuring to the best of his knowledge and ability that the work affected by and represented by such submitted is in compliance with the contract documents. (At the end of sentences 3 and 5 add the phrase ", except to the extent otherwise herein period.")
- 2.6.14 ...which dates shall in each case be approved by the Owner in writing prior to communication to the Contractor, shall receive from the contractor and forward to the Owner, for the Owner's review and records written warranties and related documents required by the Contract Documents and assembled by the contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating to the best of his knowledge and ability that the work complies with requirements of the Contract Documents.

### ARTICLE 3:

- 3.2 Delete subparagraph 3.2.1 and 3.2.2. Insert in their place:
- 3.2.1 If more extensive representation at the site than is described in subparagraph 2.6.5 is required, the Owner may provide one or more Project Representatives to assist in carrying out additional on site responsibilities, after consultation with the architect, or may request that the Architect provide such project representative(s), which event the Architect shall be compensated therefore as provided in this Agreement.
- 3.3 Add the phrase ", except as such services are, by inference, includable within the Basic scope of work" at the end of subparagraphs 3.3.2, 3.3.3, 3.3.4, 3.3.7 and 3.3.9.
- 3.3.7 .... it being understood that evaluation of routine change orders and claims is included the Architect's Contract Administration services.



ARTICLE 9

9.2 . . . , together with all revisions as set forth in the Project Specifications issued by the Architect with the approval of the Owner

ARTICLE 10:

10.5.1 . . . . and other than those sums withheld on account of other costs for which the Architect is responsible under the terms of this Agreement.

## 6.E.

### ARTICLE 12

- 12.1 In the event that the Project is delayed through no fault of the Architect for any reason, the remedies for the Architect for such delay shall be an extension of the Contract Time and fees for additional time required beyond normal basic services expected should the contract have concluded within the terms of the contract, and no party shall have any other rights or remedies against the Owner and shall make no claim therefore.
- 12.2 The Architect shall, during the Construction Phase, maintain a log that tracks all actions required by the Architect for reviewing Requests for Information, Shop Drawings, Product Data, Samples, Substitutions, Change Orders and Claims. The log shall note the date a request or action item is received, the date an answer or action item is due and the date an answer was given or action taken.
- 12.3 Any decision by the Architect, other than those made under Section 2.6 that will result in an additional cost or charge to the Owner shall be subject to written approval, in advance, by the Owner. The Architect shall maintain a current schedule that sets forth the steps, major tasks or events that must be completed by the Architect. The schedule, and any revised schedule shall be provided by the Architect to the Owner. The Architect shall review the schedule every two weeks and shall provide the Owner with prompt notice, together with any changes or adjustments, that such a review has been completed.
- 12.4 The Architect and the Owner acknowledge that personnel assignments to the Project, by the Architect, are important and that changes or adjustments in such assignments shall only be made with notice to the Owner or expedite the Project. Time is of the essence in this Project and, therefore, the Architect agrees that should the performance of any of its personnel assigned to the Project cause delay unacceptable to the Owner, the Architect shall immediately review and respond in writing to a notice of such condition by the Owner.
- 12.5 All drawings and specification shall become and remain the property of the Owner. When the Owner has paid the Architect in full for the phase of the Services during which the drawings and specifications are produced, to the extent that completion of that phase of the Services has then been accomplished. The design itself, and all associated elements will remain the property of the Architect. The Architect grants the Owner a permanent, irrevocable, non-exclusive, paid-up license (under any and all copyrights or copyright application owned, controlled or under which the Architect has the right to grant such license) to use and distribute the Architect's design for its own use.
- 12.6 The Architect may use any of the drawings and specifications of any description Produced under this Contract in any architectural, design, and/or engineering Competition or award(s) of any nature whatsoever, or for any other purpose upon notice to Owner, but must credit the Owner requests.

## 6.E.

- 12.7 Any conflicts between Article 12 as set forth herein, and the other provisions in this Contract shall be resolved by reference to this Article 12.
- 12.8 It is the intent of the architect under Paragraph 2.2.5 to retain the services of an Independent cost consultant to provide these services. The estimate shall be done by costing each item by its normal unit of measurement, including the related labor for the installation of that unit with a summary of general conditions, overhead and profit as a percentage of the project, on the project as whole, not on a line by line basis.
- 12.9 Not used
- 12.10 Anti-Discrimination Requirements – the document “Anti-Discrimination on Requirements: Fair Employment Practices Relative to Town Contracts (Article XXIX of the Town By-Laws) is attached as Exhibit B and made a part of this Agreement.
- 12.11
- 12.11.1 The Architect hereby certifies that it has not given, offered or agreed to give any person, corporation or other entity any gift, contribution offer of employment and an inducement for, or in connection with the award of the Contract for design services. (Statutory reference: M.G.L. Chapter 7, Section 38H(e)(I).)
- 12.11.2 The Architect hereby certified that no consultant to or subcontractor for the Architect has given, offered, or agreed to give any gift, contribution of offer of employment to the designer or construction manager, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Contract by the Architect. (Statutory reference: M.G.L. Chapter 7, Section 38H(e) (ii).)
- 12.11.3 The Architect hereby certifies that no person, corporation or other entity, other than a Bona fide full-time employee of the Architect, has been retained or hired by the Architect to solicit for him or in any way assist the Architect in obtaining the Contract for design services upon an agreement or understanding that such a person, corporation or other entity be paid a fee or other consideration upon the award of the Contract to the Architect. (Statutory reference: M.G.L. Chapter 7, Section 38H(e) (iii).)
- 12.11.4 The Architect hereby certifies that it has internal accounting controls as required by M.G.L. Chapter 30, Section 39R© and that the Architect has filed and will continue to file an audited financial statement as required by Subparagraph (d) or said Section 39R. (Statutory reference M.G.L. Chapter 7, Section 38H(e)(iv).)
- 12.12 The undersigned certifies under the pains and penalties of perjury that the certifications given in paragraphs 12.11.1, 12.11.2, 12.11.3, are honest, accurate and correct.

## 6.E.

- 12.13 The Architect shall comply with all applicable laws including (without limitation) all Federal, state and local codes concerning building projects, and shall exercise due professional care to produce a project design which complies with all applicable laws. In general, the Architect shall perform services in a non-negligent manner, in accordance with generally accepted standards of professional practice.
- 12.14 Expenses/Reimbursable Expenses:
- a. The Architect shall pay for all reproductions, postage and handling of Drawings as needed prior to the issuance of bid documents as a Basic Service. This shall include six (6) sets of documents at the end of any Phase of Work, the additional sets will be billed to the Owner as a Reimbursable Expense.
  - b. Expense of reproduction, postage and handling of Drawings and Specifications Issued for Bidding, and all reproductions thereafter, except those chargeable to the contractor or subcontractors performing the Work, shall be billed to the Owner as a Reimbursable Expense, if the Owner requires the Architect to conduct such work.
  - c. The Architect shall solicit and receive at least three competitive bids for the printing of actual Contract Documents, if the Owner requires the Architect conduct such work.
  - d. The bills for Reimbursable Printing Expenses shall be submitted to the Owner so as to avoid any mark-up or sales tax.
- 12.15 If the Scope of Work shall substantially increase, and that said Scope of Work is approved in writing by the Town of Brookline's Designated Representative and/or Building Commission; the Town of Brookline agrees to make an equitable adjustment in the Contract/Agreement Professional Fee to the Architect for the Construction documents and Construction Administration Phases of the Work.
- 12.16 In the event that the Project is delayed, for any reason, the sole remedy for the Architect for any such delay shall be an extension of the contract and no party shall have any rights or remedies against the Owner and shall make no claim therefore.

## 6.E.

- 12.17 The Architect shall maintain liability insurance coverage equal to or exceeding the following limits: General Liability, \$1,000,000 per occurrence and \$2,000,000 in the aggregate, Automobile Liability, \$1,000,000., Excess Liability Coverage of \$1,000,000, and Worker's Compensation as required by state law. Subrogation shall be waived. On the General, Automobile and Excess Liability insurance policies, the Town of Brookline shall be listed as an Additional Insured and these policies shall provide Additional Insured coverage.

## EXHIBIT "B" TO CONTRACT

ARTICLE 13

## PROVISIONS REQUIRED BY MASSACHUSETTS LAW

- 13.1 The Designer hereby certifies:
- (i) if an individual, the individual is a registered Designer;
  - (ii) if a partnership, a majority of all the partners are persons who are registered Designers;
  - (iii) if a corporation, sole proprietorship, joint stock company or other entity, the majority directors or a majority of the stock ownership and the chief executive offices are persons who are registered Designers, and the person to have the project in his or her charge is a registered Designers;
  - (iv) If a joint venture, each joint venture satisfies the requirements of this section. (Statutory reference M.G.L. c. 7 Section 38A 1/2)
- 13.2 The Designer hereby certifies that, it has not given, offered or agreed to give any person, corporation other entity any gift, contribution or offer of employment as an inducement for, or in connection with the award of this Agreement. (Statutory reference M.G.L. Section 7 38E )
- 13.3 The Designer hereby certifies that, no consultant to or subcontractor for the Designer has given, offered, or agreed to give any gift, contribution, or offer of employment to the Designer, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the Designer. (Statutory Reference M.G.L. c.7 )
- 13.4 The Designer hereby certifies that, no person, corporation or other entity, other than a bona fide full time employee of the Designer, has been retained or hired by the Designer to profit for or in any way assist the Designer in obtaining this Agreement upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration coming upon the award of this Agreement to the Designer. (Statutory reference M.G.L. c. 7
- 13.5 The Designer hereby certifies that it has internal accounting sources as required by subsection (c ) of section thirty-nine R of chapter thirty and that the Designer filed and will continue to file an audited financial statement as required by subsection ( c ) of said section thirty-nine R. (Statutory reference M.G.L. c. 7
- 13.6 The Designer hereby certifies that in accordance with the provisions of G.L. c. 19A a resume of the Designer has been filed with the Designer Board.
- 13.6 The Designer hereby certifies that of the Designer in a corporation, the Corporation has filed with the Secretary of State all certificates and annual reports required by Chapter 109 (Business Corporation), by Chapter 181, (Foreign Corporation), or by Chapter 180, 26A (Non-Profit Corporation) of the Massachusetts General Laws.
- 13.8 The Designer hereby certifies that, at the time of execution it is in compliance with the provisions of 7 of Chapter 621 of the Acts of 1990 as amended by Chapter 129 of the Acts of 1991, and 102 CMR 12.00 and the Designer is either a "qualified employer" because it has fifty (50) or more full time employees and has established a dependent care assistance program, child care tuition assistance, or on-site child care placements, or is in an "exempt employer".

## 6.E.

- 13.9 The Designer hereby certifies that, the Designer is not currently debarred or suspended by the Commonwealth of Massachusetts, or any of its entities or subdivisions under any Massachusetts Law or regulation, including but not limited to M.G.L. c.29, 29F and M.G.L. c. 152, 25C.
- 13.10 The Designer hereby certifies that the Designer is aware of the American with Disabilities Act, and the Designer shall exercise due professional care, in accordance with the standards set forth in 12.1, to ensure that all aspects of the performance of this Agreement shall be in compliance therewith Americans with Disabilities Act 42 UEC 12101 et. seq.; 28 CFR Part 35, as amended.
- 13.11 The Designer shall maintain all books, records and accounts related to the Project in compliance with the following:
1. The Designer shall make, and keep for at least six years after final payment, books records, and accounts which in reasonable detail accuracy and fairly reflect the transactions and dispositions of the Designer.
  2. Until the expiration of six years after final payment, the Owner and the deputy commissioner of capital planning and operations shall have the right to examine any books , documents, papers or records of the Designer or of its consultants that directly pertain to, and involve transactions relating to, the Designer or its consultants.
  3. The Designer shall describe any change in the method of maintaining records or recording transactions which materially affects any statements filed with the Owner, including in the Designer's description , the date of the change and reasons therefore, and shall accompany said description with a letter from the Designer's independent certified public accountant approving or otherwise commenting on the changes.
  4. The Designer has filed a statement of management on internal accounting controls as set forth In paragraph (6) below prior to the execution of this Agreement.
  5. The Designer has filed prior to the execution of this Agreement and will continue to file annually an audited financial statement for the most recent completed fiscal year.
  6. The Designer shall file with the Owner a statement of management as to whether the system of internal accounting controls of the Designer and its subsidiaries reasonably assures that:
    - (a) transactions are executed in accordance with management's general and specific authorization;
    - (b) transactions are recorded as necessary:
      1. to permit preparation of financial statements in conformity with generally accepted accounting principles; and
      2. to remain accountability for assets.
  7. The Designer shall also file annually with the Owner a statement prepared and signed by an Independent certified public accountant, stating that such accountant has examined the statement of management on internal accounting controls and expressing an opinion as to:
    - (a) whether the representations of management in response to this paragraph are consistent with the result of management's evaluation of the system of internal accounting controls, and

## 6.E.

- (b) whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the Designer's financial statements.
8. The Designer shall annually file with the Owner during the term of this Agreement a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed and include the date of final payment. All statements shall be accompanied by an accountant's report.
9. Records and statements required to be made, kept and filed in compliance with the provisions of this paragraph will not be public records and shall not be open to public inspection, except as otherwise provided by law. (Statutory reference M.G.L. c. 50, 39R)
- 13.12 The Designer and its consultants shall not be compensated for any service involved in preparing changes that are required for additional work that should have been anticipated by the Designer in the preparation of bid documents, as reasonably determined by the Owner. (Statutory reference M.G.L. c. 7
- 13.13 The Designer hereby certifies under penalties of perjury that the Designer has complied with all laws of the Commonwealth of Massachusetts relating to taxes. (Statutory reference M.G.L. c. 62C, 49A).
- 13.14 Every Designer who is a nonresident of the Commonwealth of Massachusetts, or a nonresident co-partner of a Designer hereby appoints the Secretary of the Commonwealth of Massachusetts and his successor in offices to be his true and lawful attorney in and for Massachusetts, upon whom all lawful processes in any action or proceeding arising out of this contract may be served. When legal process against any such person is served upon the Secretary of State, a copy of such process shall forthwith be sent by registered mail with a return receipt requested to said Designer or nonresident co-partner hereby stipulates and agrees that any lawful process against it which is served on said attorney shall be of the same legal force and validity as if served on said Designer or on said co-partner. Such authority shall continue in force so long as any liability remains outstanding against said Designer or said co-partner.
- 13.15 The Owner or its designer, shall have the right at reasonable times and upon reasonable notice to examine the books, records and other compilations of data of the Designer which pertain to the performance and requirements of this contract.
- 13.16 The Designer shall not discriminate against any qualified employees or suppicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation. The Designer agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1957; Section 504 of the Rehabilitation Act of 1973; Massachusetts General Laws Chapter 151B, Section 4(1); and all relevant administrative orders and executive orders, including Executive Order 227.



VOTE OF CORPORATION AUTHORIZING EXECUTION OF CONTRACT

At a meeting of the Board of Directors of \_\_\_\_\_

duly called and held on \_\_\_\_\_

and acting throughout, the following vote was duly adopted:

VOTED: That \_\_\_\_\_

of the corporation, be and hereby is authorized to affix the corporate seal, sign and deliver in the name

and behalf of the corporation a contract with \_\_\_\_\_

for the design of \_\_\_\_\_

at \_\_\_\_\_

\_\_\_\_\_

(\$ \_\_\_\_\_

to secure the performance of said contract and payment for labor and materials for each year of the term of the Contract, all in such form and on such terms and conditions as he, by the execution thereof, shall deem proper.

A true copy.

ATTEST:

\_\_\_\_\_  
Clerk of the Corporation

Countersignature: \_\_\_\_\_

In the event that the Clerk or Secretary is the same person as the Officer authorized to sign contract or instrument for the Corporation, this certificate must be countersigned by another officer of the Corporation.

END OF DOCUMENT

## 6.E.

### CERTIFICATION OF PAYMENT OF STATE TAXES

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

Pursuant to M.G.L. c. 62C, 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

---

Designer

### NON-COLLUSION AFFIDAVIT

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

The undersigned certifies under penalties of perjury that its bid is in all respects bona fide, fair and made without collusion or fraud with any other person, joint venture, partnership, corporation or other business or legal entity.

---

Designer

6.E.

ADDENDUM TO SELECTIVE STRUCTURAL AND WATERPROOFING REPAIRS  
BROOKLINE HIGH SCHOOL

Article 4.4 of the Town of Brookline General By-Laws

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

Signed under the pains of penalties of perjury, on this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_

Article 4.5 of the Town of Brookline General By-Laws

In fulfilling the terms of the foregoing attached contract, pursuant to Section 4.5.2 of the General By-laws of the Town of Brookline, LeMessurier, hereby certifies under the pains and penalties of perjury that it does not discriminate against any individual because of the race, color, religious creed, national origin, sex, gender identity or gender expression, sexual orientation, which shall not include persons whose sexual orientation involves minor children as the sex object, age or ancestry of the individual.

Signed under the pains of penalties of perjury, on this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_

6.E.

**SCHEDULE A**

November 29, 2023

Lap Yan  
Town of Brookline  
333 Washington Street  
Brookline, MA 02445

Reference: Selective Structural and Waterproofing Repairs, Brookline High School,  
Brookline, MA  
LeM File No. 22.0321

Dear Tony,

Thank you for the opportunity for LeMessurier to submit a Fixed Fee proposal for structural and enclosure consulting services for the proposed work at the above-mentioned building.

**SCOPE OF CONSULTING SERVICES**

This scope of work outlines design services for structural concrete repairs and waterproofing replacement as shown in the 2023-04-06 Brookline High School Tunnel Investigation report, included in the RFQ.

**Schematic Design Phase:** Under this phase, our team will perform the following tasks:

- Meet all project team members to discuss project strategy and objectives over a virtual teleconference call. After this meeting, we will issue meeting minutes.
- Visit the site to evaluate existing conditions.
- Prepare an evaluation of the project, schedules, and budget for the town's consideration. We will present these for the town's consideration over a virtual teleconference call. After this meeting, we will issue meeting minutes.
- With the town's approval, create design documents consistent with schematic level detailing including annotated plans, elevations, typical details, and a basis-of-design waterproofing assembly. Three physical copies of the plans and budgets will be provided to the Town. We will additionally present this package over a virtual teleconference call. After this meeting, we will issue meeting minutes.

**Design Development Phase:** Under this phase, our team will perform the following tasks:

- Create a design development package including annotated plans, elevations, details, and product specifications. We will incorporate any comments provided by the Town on the Schematic Design phase drawing set.

LeMessurier.

## 6.E.

- We include (2) virtual teleconference meetings during this phase. After each meeting, we will issue meeting minutes.
- We will coordinate with the estimating subconsultant to provide a budget estimate at this phase.

**Construction Documents Phase:** Under this phase, our team will perform the following tasks:

- Create a 100% bid set package including annotated plans, elevations, details, and product specifications. We will incorporate any comments provided by the Town on the Design Development phase drawing set. Our specification package will include the Town's standard "front end documents," provided by the Town.
- We will coordinate with the estimating subconsultant to provide a budget estimate at this phase.
- We will coordinate with the hazardous materials consultant to provide hazardous materials specifications.
- We include (2) virtual teleconference meetings during this phase. After each meeting, we will issue meeting minutes.

**Bid Phase:** Under this phase, our team will perform the following tasks:

- Attend a pre-bid walkthrough with bidding contractors and answer any questions stemming from the walkthrough.
- Review bids submitted by contractors and provide a recommendation to the Town.

**Construction Administration Phase:** Under this phase, our team will perform the following tasks:

- Attend a pre-construction conference that will be held on site inclusive of the design team, owner, and the contractor. After this meeting, we will issue meeting minutes.
- Review and provide comment on shop drawings and submittals.
- Review and respond to RFI's from the contractor.
- Review pay requisitions provided by the contractor.
- Visit the site weekly during construction to review the installation. We include (12) site visits assuming a 12-week construction schedule. After each site visit, we will issue a field report documenting completed work and possible deficiencies.
- Attend (12) construction administration meetings to discuss project progress. We intend to line these up with our site visits. Otherwise, these will be virtual teleconference meetings.
- Coordinate with the hazardous materials consultant to provide their construction administration services.
- Perform a final inspection once punch list is completed.

## 6.E.

### **LeMessurier Exclusions:**

- Electrical and Plumbing Drawings
- Lift access.
- Excavation services.
- Structural deterioration remediation outside of the areas specifically depicted in the LeMessurier report included with the RFQ.
- Temporary shoring to accommodate concrete remediation work.
- Concrete strength / chloride testing.
- Waterproofing composition testing.

### **SCOPE OF SUBCONTRACTOR CONSULTING SERVICES**

Scope of works and fees are outlined in proposals from United Environmental Consultants and Dharam Consulting. These proposals are included at the end of this proposal.

### **FEES**

For these services, we propose a fee as broken down below:

	LeM Project Management	LeM Structural Engineering	LeM Enclosure Design	Dharam Cost Estimating	UEC Hazardous Materials Consulting	
Schematic Design	\$2,000	\$6,600	\$7,900	\$3,500	-	
Design Development	\$2,200	\$8,700	\$10,600	\$5,000	-	
Construction Documents	\$2,250	\$8,700	\$10,600	\$5,000	\$1,500	
Bid Phase	\$1,200	\$2,000	\$2,000	-	-	
Construction Administration	\$2,980	\$11,500	\$15,400	-	\$9,800	
<b>Total</b>	<b>\$10,630</b>	<b>\$37,500</b>	<b>\$46,500</b>	<b>\$13,500</b>	<b>\$11,300</b>	<b>Total \$119,430</b>

### **TERMS**

This project will be scheduled after the return of the accepted proposal.

Reimbursable expenses for travel, courier services, reproductions, and electronic data transfer are included in this cost.

This proposal is valid for 90 days from the date of this proposal.

LeMessurier.

## 6.E.

We look forward to the opportunity to collaborate with the Town of Brookline for professional structural and enclosure consulting services on this important project.

If you are in agreement, please countersign and return a copy of this letter, which will serve as our authorization to proceed. Please feel free to call if you have any questions.

Very truly yours,

**LeMessurier Consultants, Inc.**

ACCEPTED BY:

**Town of Brookline**

Stephen Holland, P.E. (MA)  
Consultant | Enclosure

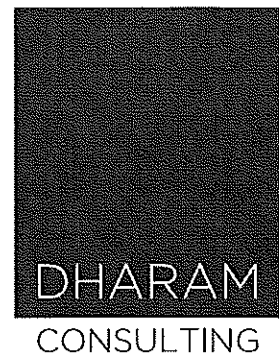
By: \_\_\_\_\_

Mathew Head, P.E. (MA)  
Consultant | Structural

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

xc: Accounting





November 28th, 2023

Stephen Holland, P.E. (MA)  
 Enclosure Consultant  
 1380 Soldiers Field Road  
 Boston, MA 02135  
 Direct 857-365-6100

RE: Brookline High School – Cost Estimating Services

Dear Stephen,

Thank you for inviting us to submit a proposal for this project. We are very keen to be a part of this opportunity and look forward to producing a successful project moving forward.

Please see the following lump sum fee and breakdown provided for: Brookline High School – Cost Estimating Services

We can include an add alternate to assist with LCC studies and ECM studies if required.

<b>Total lump sum for cost management</b>	<b>\$ 13,500</b>
<b>Total lump sum for Concept:</b>	<b>\$ Excluded</b>
Benchmarking analysis	Included
Conceptual options	Excluded
<b>Total lump sum for SD:</b>	<b>\$ 3,500</b>
Develop SD estimate per schedule	\$ 3,500
SD edit & reconcile	Excluded
<b>Total lump sum for DD:</b>	<b>\$ 5,000</b>
Develop DD estimate per schedule	\$ 5,000
DD edit & reconcile	Excluded
<b>Total lump sum for CD:</b>	<b>\$ 5,000</b>
Develop CD estimate per schedule	\$ 5,000

Note we have based the above fees based on a range of rough ECC of \$7-10 Million

Add alternates

Life cycle cost ECM report	TBD
Ve allowance for all phase t & m draw down	\$ 3,000

CONSTRUCTION COST & RISK CONSULTANTS  
 ONE BEACON STREET, FLOOR 15, BOSTON, MA 02108, TEL 617-913-4345

[www.dharamconsulting.com](http://www.dharamconsulting.com)

## 6.E.

Cost management estimating as outlined - 3 Weeks for completion (From confirmation/phase)

Task 1# Develop SD estimate per schedule

Task 2# SD edit & reconcile

Task 3 # DD estimate phase, REC & VE

Task 4# CD Estimate phase, REC

### Add Alts

LCCA ECM Report (Presently excluded)

Ve allowance for all phase t & m draw down

Our services will generally include the following.

- Fully detailed estimates which are commensurate with the level of detail provided in the drawings and specifications. Where design information is incomplete, or options are still in play we will work with the design team to agree on budget allowances or provide additional detail and include this in the estimate to ensure that the total cost of construction is reflected in our published cost estimates. Documents will be in Uni-Format and at later phases in CSI summary if required.
- Commentary on pricing levels within our estimate related to 'target allowances' and to the corresponding confidence levels of achieving those budgets (Good, Moderate, or Low) to inform recommended levels of design contingency and residual risk.
- Solicited pricing from appropriate local vendors.
- We will review information from surveys and reports, perform site inspections as needed to understand the conditions, and research comparable pricing of local and similar national projects.
- An estimate format will be reviewed with the team and agreed upon prior to its development. We will provide two (2) revisions to the estimate as needed for corrections or clarification.
- Participation in design, project team and cost control meetings throughout the project design schedule. We will provide value engineering support (as identified) and we will balance the budget, after each estimate is issued. We will suggest design and construction alternatives as appropriate.
- Reconciliation of the estimate with the Construction Manager or other third party, and attend meetings as required during estimating and reconciliation period for design development.

We assume we will be provided with electronic copies of all relevant documentation together with 3D models and up to two hard copy half size sets if we request them at no extra cost.

**CONSTRUCTION COST & RISK CONSULTANTS**  
ONE BEACON STREET, FLOOR 15, BOSTON, MA 02108, TEL 617-913-4345  
[www.dharamconsulting.com](http://www.dharamconsulting.com)

## 6.E.

Any other services required will be billed at our standard charge out rates which are typically,

Director	\$245 /hr.
Senior Associate	\$190/hr.
Associate	\$170/hr.
Senior Consultant	\$135/hr.
Consultant	\$120/hr.

This fee proposal is valid for 30 days. Our work output will be issued electronically in typical standard word, excel or PDF based documents.

Should this proposal be acceptable we will require written permission to proceed prior to any work being carried out prior to a formal contract document being issued.

Should you require references from our current or past clients we can provide those upon request.

We very much look forward to the opportunity of working with you on this exciting project. Please do not hesitate to contact us if you require additional information.

Sincerely



Owain Jones  
Director

# 6.E.

Cost management estimating as outlined - 3 Weeks for completion (From confirmation/phase)

Task 1# Develop SD estimate per schedule

Task 2# SD edit & reconcile

Task 3 # DD estimate phase, REC & VE

Task 4# CD Estimate phase, REC

Add Alts

LCCA ECM Report (Presently excluded)

Ve allowance for all phase t & m draw down

PROJECT NAME: Brookline High School - Cost Estimating Services

RE: PROPOSAL TO PROVIDE Cost Management and Estimating Services - As outlined

SUBMITTED this 28th day of November 2023.

BY: Owain Jones for Dharam Consulting

The Proposal dated November 28th, 2023, attached here to and the Dharam Consulting LLC. Terms and Conditions, comprise the entire agreement between Dharam Consulting LLC and the CLIENT.

ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

BY:

(Authorized Representative's Signature on Behalf of The CLIENT)

NAME: (Print or Type)

TITLE: (Print or Type)

FOR:

Stephen Holland, P.E. (MA)  
Enclosure Consultant  
1380 Soldiers Field Road  
Boston, MA 02135  
Direct 857-365-6100

Please address invoices to:	Please address deliverables and notices to: Same as invoices: Yes/No, address to:
ATTN:	ATTN:

CONSTRUCTION COST & RISK CONSULTANTS  
ONE BEACON STREET, FLOOR 15, BOSTON, MA 02108, TEL 617-913-4345  
[www.dharamconsulting.com](http://www.dharamconsulting.com)

6.E.



November 27, 2023

Mr. Stephen Holland, P.E. (MA)  
Enclosure Consultant  
LeMessurier  
1380 Soldiers Field Road  
Boston, MA 02135

Reference: Hazardous Materials Consulting Services  
Brookline High School Tunnel Waterproofing Repair Project

Dear Mr. Holland:

Thank you for the opportunity for Universal Environmental Consultants (UEC) to provide professional services.

We are pleased to submit our proposal for Hazardous Materials Consulting Services at the Brookline High School Tunnel Waterproofing Repair Project.

Should this proposal meet with your approval, kindly execute, and return the enclosed proposal.

Please do not hesitate to contact us if you have any questions.

Very truly yours,

Universal Environmental Consultants

A handwritten signature in black ink, appearing to read "Ammar M. Dieb", is written over a horizontal line.

Ammar M. Dieb  
President

UEC:\proposals\IDM\LeMessurier-Brookline High School-DM.DOC

Enclosure

# 6.E.

**PROPOSAL  
FOR  
HAZARDOUS MATERIALS CONSULTING SERVICES  
AT  
BROOKLINE HIGH SCHOOL  
TUNNEL WATERPROOFING REPAIR PROJECT**

UEC shall provide the following services.

**SCOPE OF SERVICES:**

**TASK I (Hazardous Materials Design Services):**

- A. Prepare Hazardous Materials sections.
- B. Prepare addenda and provide any additional information required during the bid period.

**TASK II (Asbestos Construction Monitoring and Air Sampling Services):**

- A. UEC designer will review submittals provided by the contractor.
- B. UEC designer will prepare a Site-Specific Design per AHERA guidelines.
- C. UEC project manager will attend a pre-construction conference prior to start of work.
- D. UEC project monitor will provide on-site asbestos abatement and building demolition project monitoring and observe the contractor's practices and procedures during the removal process.
- E. UEC project monitor will collect and analyze air samples in accordance with Federal and State regulations as follows:
  - ◆ Background air samples by Phase Contrast Microscopy (PCM) prior to the commencement of abatement activities in each area to establish the ambient levels of airborne fibers.
  - ◆ General area air samples by PCM during abatement activities both inside and outside abatement work areas to verify airborne fiber levels do not exceed required limits.
  - ◆ Clearance air samples by PCM and Transmission Electron Microscopy (TEM) as required by Federal and State regulations. PCM samples will be collected and analyzed on-site and TEM by a licensed laboratory in accordance with 40 CFR 763.as required by Federal and State regulations.
- F. Produce a final report, including daily logs and sample results based on AHERA guidelines.

**FEES FOR SERVICES:**

**TASK I (Hazardous Materials Design Services):**

Lump Sum Fee of \$ 1,500.00

**TASK II (Asbestos Construction Monitoring and Air Sampling Services):**

Fees will be on a time charge basis that includes labor, overhead, expenses and profit with an estimated fee:

Submittals Review	\$ 400.00
Site Specific Design	\$ 300.00
Pre-Construction Meeting	\$ 300.00
Per shift (regular time)	\$ 400.00
Per shift (overtime, weekends)	\$ 600.00

# 6.E.

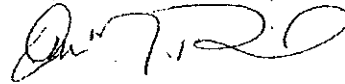
Project Manager (per hour)	\$	115.00
Per PCM Air sample	\$	20.00
Per TEM Air sample	\$	100.00
Final Report	\$	400.00

The estimated fee for Task II \$ 9,800.00

**PAYMENT:**

UEC will submit one invoice. Invoice shall be paid within ten (10) days from client's receipt of payment from the owner, but not more than ninety (90) days. This proposal is subject to UEC Standard Agreement and Payments Terms and Conditions.

Proposal Authorized By:



---

Ammar M. Dieb  
President

Proposal Accepted by:

Signature: \_\_\_\_\_

Mr. Stephen Holland, P.E. (MA)  
Enclosure Consultant  
LeMessurier  
1380 Soldiers Field Road  
Boston, MA 02135

# 6.F.

## CONTRACT FOR PROJECT MANAGEMENT SERVICES

### AMENDMENT NO. 4

**WHEREAS**, the Town of Brookline (“Owner”) and LEFTFIELD, LLC, (the “Owner’s Project Manager”) (collectively, the “Parties”) entered into a Contract for OPM Services for the John R. Pierce Elementary School Project (Project Number 201800460040) on November 10, 2020, “Contract”; and

**WHEREAS**, the scope of this work is summarized in the attached LeftField Project Management Proposal, dated December 12, 2023, which is based on PM&C’s Proposal, dated November 28, 2023, for Independent Cost Estimating Services as outlined.

**WHEREAS**, Contract amendment No. 1 was approved by the Town of Brookline on October 12, 2021; and

**WHEREAS**, Contract amendment No. 2 was approved by the Town of Brookline on January 11, 2022; and

**WHEREAS**, Contract amendment No. 3 was approved by the Town of Brookline on July 11, 2023; and

**WHEREAS**, effective as of December 12, 2023, the parties wish to amend the contract, as amended:

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

1. The Owner hereby authorizes this OPM Contract Amendment No. 4 for the total value of \$52,800.00. This Amendment is based on PM&C’s Proposal, dated November 28, 2023, for Cost Estimating Services for \$48,000.00 and includes JLA’s 10% administrative mark-up of \$4,800.00. The OPM is herein authorized to commence the services outlined in this Amendment, pursuant to the terms and conditions set forth in the Contract, as amended.
2. For the performance of services required under the Contract, as amended, the Owner’s Project Manager shall be compensated by the Owner in accordance with the Fee for Basic Services shown below:

<b>Fee for Basic Services</b>	<b>Original Contract</b>	<b>Previous Amendments</b>	<b>Amount of This Amendment</b>	<b>After This Amendment</b>
Feasibility Study/Schematic Design Phase:	\$325,000	\$ 20,884.04	\$ 0	\$ 345,884.04
Design Development Phase:	\$ 0	\$ 700,000	\$ 0	\$ 700,000
Construction Documents Phase:	\$ 0	\$ 1,045,000	\$ 0	\$ 1,045,000
Bidding Phase:	\$ 0	\$ 175,000	\$ 0	\$ 175,000



# 6.F.

John R. Pierce School Project  
Town of Brookline, MA

Construction Phase:	\$ 0	\$ 4,650,000	\$ 0	\$ 4,650,000
Completion Phase:	\$ 0	\$ 180,000	\$ 0	\$ 180,000
Reimbursable Services	\$ 0	\$ 0	\$ TBD	\$ 0
Cost Estimating	\$ 0	\$ 0	\$ 52,800	\$ 52,800
<b>Total Fee</b>	<b>\$325,000</b>	<b>\$ 6,770,884.04</b>	<b>\$ 52,800</b>	<b>\$7,148,684.04</b>

This Amendment is for Independent Cost Estimating Services for the Design Development Phase.

3. The Construction Budget shall be as follows:

Original Budget: \$168,022,660  
 Amended Budget: \_\_\_\_\_

4. The Project Schedule shall be as follows:

Original Schedule: Substantial Completion – 8/15/2027  
 Amended Schedule: \_\_\_\_\_

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

IN WITNESS WHEREOF, the Owner, with the prior approval of the Town of Brookline, and the Owner’s Project Manager have caused this Amendment to be executed by their respective authorized officers.

**OWNER:**  
TOWN OF BROOKLINE

**OWNER’S PROJECT MANAGER:**  
LEFTFIELD, LLC

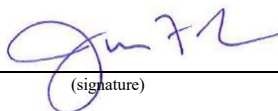
\_\_\_\_\_  
(print name)

James F. Rogers, Jr.  
(print name)

\_\_\_\_\_  
(print title)

Principal  
(print title)

By: \_\_\_\_\_  
(signature)

By:   
(signature)

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

Date: December 12, 2023



November 28, 2023

Jen Carlson  
Project Manager  
Leftfield  
101 Federal Street  
Boston, MA 02110

**Re: John R. Pierce Elementary School, Brookline, MA**

Dear Jen-

Thank you for the opportunity to submit this proposal for continuing estimating services for the John R. Pierce Elementary School project. We understand the scope of the project is a new building of approximately 143,000 GSF and the additions and renovations to an historic building as well as a new parking garage.

Our fee for cost estimating services is as follows and includes all expenses plus a virtual reconciliation:

DD Estimate: **\$48,000**

Thank you again for asking PM&C to submit a proposal on this project.

If this proposal is agreeable, please sign and send it back to this office.

Sincerely,

Accepted By:

Peter Bradley BSC Q.S.; LEED AP  
President

\_\_\_\_\_  
Name Date



**OFFICE OF THE SELECT BOARD  
MEMORANDUM**

TO: Select Board Members

FROM: Charlie Young, Assistant Town Administrator for Finance

RE: Select Board Request for Appropriation Transfer to Support CivicClerk

DATE: January 9, 2023

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Staff are requesting the transfer of a surplus in the FY24 budget for Dues into the budget for Software to support the purchase and implementation of new boards and commissions software CivicClerk. CivicClerk is a replacement to the Select Board's current outdated and unsupported solution OnBase and is intended to seamlessly integrate with the Town's website hosted through CivicPlus. The requested amount is intended to cover the software portion, while the cost of implementation will be funded from the Select Board budget for professional/technical services.

cc: Charles Carey, Town Administrator

Melissa Goff, Deputy Town Administrator for Policy and Fiscal Affairs

Devon Fields, Assistant Town Administrator for Operations

TOWN OF BROOKLINE

REQUEST FOR APPROPRIATION TRANSFER

DATE: 1-9-2023

To the Board of Selectmen:

Authority is hereby requested for permission to make the following transfer(s) within the appropriation for the Select Board

Department Name

Table with 5 columns: FROM, TO, ORG #, ORG NAME, OBJECT #, OBJ NAME, AMOUNT. Row 1: FROM: 12201220, TO: 12201220, ORG NAME: Select Board, OBJECT #: 553010, OBJ NAME: DUES, AMOUNT: \$7,503.30. Row 2: TO: 12201220, ORG NAME: Select Board, OBJECT #: 522016, OBJ NAME: SOFTWARE, AMOUNT: \$7,503.30

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DEPARTMENT HEAD

NOTE: IN ADDITION TO SELECTMEN APPROVAL, THE FOLLOWING TRANSFERS REQUIRE ADVISORY COMMITTEE APPROVAL:

(1) From Capital (5A); (2) To Personnel (51); (3) Building Dept Transfers of more than \$10,000 to or from Repairs to Public Buildings (522400); (4) From the Parks & Open Space Division to any other division of DPW; and (5) From the Snow & Ice budget to any other division of DPW.

Two horizontal lines for signature or initials.

BOARD OF SELECTMEN



*Erin E. Chute*  
Commissioner

**TOWN OF BROOKLINE**  
*Massachusetts*  
**DEPARTMENT OF PUBLIC WORKS**

## **Memorandum**

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TO: Select Board  
 FROM: Erin Chute, Commissioner of Public Works  
       Amy Ingles, Transportation Administrator  
 DATE: January 4, 2024  
 RE: FY24 Transportation & Mobility Improvements  
 CC: Charles Carey, Town Administrator

Attached herewith for the Select Board's review and signatures is contract PW/24-16 FY24 Transportation & Mobility Improvements, in the amount of \$273,000, with Environmental Partners Group, LLC (EP) engineering team for the preparation of bid documents involving roadway and sidewalk improvements along the following streets for construction during the 2024 season:

- Russett Road from Independence Drive to northern limit of Veterans of Foreign Wars (VFW) Parkway (approx. 1,950 LF) and from the southern limit of VFW Parkway to Courtney Road (approx. 2,400 LF)
- Browne Street from Freeman Street to Saint Paul Street (approx. 1,330 LF)
- Parkman Street from Pleasant Street to Powell Street (approx. 450 LF)
- South Street from Newton Street to West Roxbury Parkway (approx. 550 LF)
- Tully Street from Boylston Street to Heath Street (approx. 400 LF)

EP proposes a mill and overlay on these streets with some spot full-depth reconstruction as needed. Survey is expected on the following sections:

- Browne St from Freeman Street to Pleasant Street
- Tully Street (entire segment)
- South Street (entire segment)
- Russett Road (entire segment)

Design will be required at the following locations:

- Intersection of Parkman Street and Powell Street for a curb extension and crosswalk
- Intersection of Browne Street and Still Street with a crosswalk and possibly a curb extension
- Entirety of South Street to fix sidewalk grading issues
- Entirety of Tully Street to fix ponding issues and correct noncompliant sidewalk

## 6.H.

- Intersection of South Street and Newton Street to tee up intersection and remove excess pavement
- Intersection of South Street at Bellingham Road to tee up intersection and remove excess pavement
- Entirety of Russett Road for traffic calming features including speed humps, raised crosswalks or a raised intersections at Asheville Road and Grassmere, Road, and intersection work at Independence Drive

Recommended for award and prepared for your signatures, please find attached **Contract No. PW/24-16 FY14 Transportation & Mobility Improvements with Environmental Partners.**, in the amount of \$273,000.00.



January 4, 2024

Erin Chute  
 Commissioner, Department of Public Works  
 Town of Brookline  
 333 Washington Street  
 Brookline, MA 02445

**RE: FY24 Transportation & Mobility Improvements**

Dear Erin,

Environmental Partners Group, LLC (“Environmental Partners”) is pleased to submit the following Scope of Services and fee to the Town of Brookline (“the Town”) for professional services associated with preparing bid documents for roadway and sidewalk improvements along the following roadways for construction during the 2024 season:

- Russett Road from Independence Drive to the northern limit of Veterans of Foreign Wars (VFW) Parkway and from the southern limit of VFW Parkway to Courtney Road (approx. 2,400 LF)
- Browne Street from Freeman Street to Saint Paul Street (approx. 1,330 LF)
- Parkman Street from Pleasant Street to Powell Street (approx. 450 LF)
- South Street from Newton Street to West Roxbury Parkway (approx. 550 LF)
- Tully Street from Boylston Street to Heath Street (approx. 400 LF)

Based on recommendations from the Town’s Transportation and Mobility Plan, the Town intends to perform mill & overlay along the identified roadways with isolated areas of full-depth reconstruction (as needed). Bicycle accommodations are not anticipated or included. Sidewalk reconstruction is anticipated where required to address failure and/or achieve ADA compliance.

Extensive changes to the curb alignments along each roadway are not anticipated to be required. At the following locations, isolated changes to curb alignments are anticipated to provide increased pedestrian safety and traffic calming:

- Russett Road at Independence Drive: Along the northbound approach to this intersection, Environmental Partners will evaluate whether the curb radii can be tightened and/or a raised or flush median can be constructed.
- Parkman Street at Powell Street: At this intersection, Environmental Partners will evaluate the feasibility of a new mid-block crossing across Powell Street aligned with the southern side of Parkman Street, with curb extensions to increase pedestrian visibility.

- Browne Street at Still Street: Environmental Partners will evaluate the feasibility of a new mid-block crossing across Browne Street aligned with the northern side of Still Street, with curb extensions to increase pedestrian visibility.
- South Street at Newton Street: Along the northbound approach to this intersection, Environmental Partners will evaluate whether South Street can be “teed up” to Newton Street and curb radii can be tightened.
- South Street at Bellingham Road: Along the westbound approach to this intersection, Environmental Partners will evaluate whether Bellingham Road can be “teed up” to South Street and curb radii can be tightened.

For the above intersections, Brookline’s standard fire truck will be used as a design vehicle when evaluating changes to the curb line.

Furthermore, traffic calming elements are anticipated to be included along Russett Road, including speed humps at mid-block locations and raised crosswalks or raised intersections at the Grassmere Road/Thornton Road and Asheville Road intersections.

For Parkman Street and the portion of Browne Street from Pleasant Street to St. Paul Street, the project will be treated as a “book job” given the minor anticipated level of change from existing conditions. The proposed services for these roadways include preparing typical sections as well as concept-level design plans and pavement marking and signage plans on an aerial background.

For the remaining roadways (Russett Road, the portion of Browne Street from Freeman Street to Pleasant Street, Parkman Street, South Street, and Tully Street), a fully engineered design will be prepared using topographic survey as specified below.

The proposed services for the above-listed roadways include bid document preparation, meeting attendance, bid phase support services, and construction administration services as specified herein.

The Scope of Services is outlined below:

### **Scope of Services**

#### Task 1: Topographic Survey & Base Plan Preparation

Environmental Partners will survey the subject sections of Russett Road as follows:

1. The Scope of Services assumes that the survey will extend 20 feet from the edge of pavement along the following survey limits:
  - Along Russett Road, the survey will extend from Independence Drive to the northern limit of VFW Parkway and from the southern limit of VFW Parkway to Courtney Road. The survey will also extend 100 feet along Courtney Road (50 feet east and 50 feet west of Russett Road), 100 feet along VFW Parkway (50 feet east and 50 feet west of Russett Road), 100 feet along Asheville Road (50 feet east and 50 feet west of Russett Road), 100 feet along Thornton Road/Grassmere Road (50 feet east and 50 feet west of Russett Road), and 100 feet along Independence Drive/Grove Street (50 feet east



and 50 feet west of Russett Road), a total survey length of approximately 2,900 linear feet.

- Along Browne Street, the survey will extend from Freeman Street to Pleasant Street. The survey will also extend 100 feet along Freeman Street (50 feet east and 50 feet west of Browne Street) and 100 feet along Pleasant Street (50 feet north and 50 feet south of Browne Street), a total survey length of approximately 970 linear feet.
  - Along South Street, the survey will extend from Newton Street to West Roxbury Parkway. The survey will also extend 100 feet along Newton Street (50 feet east and 50 feet west of South Street), 100 feet along Bellingham Road, and 100 feet along West Roxbury Parkway (50 feet east and 50 feet west of South Street), a total survey length of approximately 850 linear feet.
  - Along Tully Street, the survey will extend from Boylston Street to Heath Street. The survey will also extend 100 feet along Boylston Street (50 feet east and 50 feet west of Tully Street) and 100 feet along Heath Street (50 feet east and 50 feet west of Tully Street), a total survey length of approximately 600 linear feet.
2. The survey shall include a Triangulated Irregular Network (TIN) surface, compatible with Civil 3D, including border polyline and fault data for all topographic information. Elevations will be provided, including at the centerline and roadway edge lines.
  3. All visible existing utilities within the apparent right of way will be located. Invert elevations of visible drainage structures that open will be provided. Utility information provided by the responsible utility owner will be included on the base plans, including pipe sizes and outlet pipes.
  4. Right-of-way information will be researched and compiled from the Assessor's office, Department of Public Works, and Registry of Deeds to obtain available information relative to roadway layout lines, property lines, and baseline information. Approximate right-of-way and property lines will be shown on the base plans. Precise right-of-way and property line information adequate for easements or land acquisitions are not anticipated or included; individual parcel surveys to locate precise right-of-way or property lines are not included.

### **Assumptions**

1. No wetland resources are anticipated within 100 feet of the anticipated construction limits.
2. Any police details will be provided by the Town as needed.
3. The Town will provide Environmental Partners with topographic survey that is adequate for design purposes, includes a Triangulated Irregular Network (TIN) surface, is compatible with Civil 3D, follows MassDOT standard layering conventions, and includes elevations at the centerline, roadway edge lines, and back of sidewalk for the following locations:
  - Browne Street at Still Street: the survey will extend at least 100' along Browne Street (50 feet east and 50 feet west of Still Street) and at least 50' along Still Street (from the Browne Street intersection to the north)

- Parkman Street at Powell Street: the survey will extend at least 100' along Powell Street (50 feet north and 50 feet east of Parkman Street) and at least 50' along Parkman Street (from the Powell Street intersection to the west)

### Task 2: Pavement Testing

#### 1. Pavement Testing

- a. Environmental Partners will subcontract and oversee the execution of pavement corings to determine the composition and overall condition of the existing pavement along the five roadways.
- b. Pavement cores will be conducted, and collected samples will be analyzed to determine the pavement and sub-grade composition following MassDOT standards for comparable roadways. Approximately sixteen (16) pavement cores are anticipated to be collected over a maximum two-day period.
- c. Based on the preliminary results of the pavement cores and any pavement deterioration and cracking visible from the surface, EP will identify areas of pavement to be rehabilitated while overseeing the pavement coring. The pavement rehabilitation recommendations will be revisited and revised as needed once the laboratory test results for the pavement cores are provided by the subcontractor.

#### 2. Memorandum

- a. Environmental Partners will prepare a memorandum to document the findings of the pavement testing. Site photos will be included and referenced to demonstrate any deficiencies observed.

#### 3. Meetings & Coordination

- a. Environmental Partners will attend one (in-person) meeting with representatives of the Town to discuss the pavement testing results and recommended rehabilitation treatments for each roadway.

### **Assumptions**

1. Any required police or traffic details or pavement patching/restoration (following corings) shall be provided by the Town and are not included in the provided fee.

### Task 3: Concept Development

Environmental Partners will assist the Town in identifying the preferred treatments, level of construction, and changes to roadway and intersection geometry before advancing into the engineered design and bid document preparation. The following is anticipated:

#### 1. Site Visit

1. Environmental Partners will prepare base maps for the five roadways using available aerial photography or plans provided by the Town.

2. Environmental Partners will perform a site visit of the above-specified roadways to assess existing conditions and constraints in general terms and to identify potential alternatives for improvement. Environmental Partners will coordinate with representatives of the Town regarding the timing of this site visit so that Town staff can attend if desired.
2. Concept Development
    - a. Environmental Partners will prepare a concept for each roadway to identify potential alternatives for discussion with Town representatives. For budgeting purposes, it is anticipated that one concept will be prepared for each roadway. Each concept will include a typical cross section and a basic plan showing general intent for discussion purposes. Grading or cross sections are not anticipated during this phase.
    - b. The conceptual designs will be in colored format for discussion with Town officials during the below specified on-site meeting. It is anticipated that any changes to the conceptual designs to be incorporated into the Engineered Design & Bid Documents will be identified by the Town in written format within one week of the meeting.
  3. Meetings & Coordination
    - a. Environmental Partners will attend one on-site meeting with representatives of the Town to walk the subject roadways and discuss the conceptual design for Town input and refinement.
    - b. Environmental Partners will also coordinate regularly with the Town via email and telephone throughout the project.

### **Assumptions**

1. Neither preparation of PowerPoint presentations nor presentations to the public or Town Boards are anticipated or included in this Scope of Services.

### Task 4: Engineered Design

Environmental Partners will prepare the Engineered Design for Russett Road, the portion of Browne Street from Freeman Street to Pleasant Street, Parkman Street, South Street, and Tully Street as follows:

1. Roadway Design
  - a. Environmental Partners will prepare the final design requirements for Russett Road based on the Town-approved concept. Design plans including the following elements will be prepared:
    - Cover Sheet
    - General Notes & Pavement Notes
    - Typical Cross Sections

- Construction Plans
  - Profile
  - Curb Tie and Grading Plans
  - Utility Plans (as needed)
  - Construction Details
  - Ramp/Driveway Tables
  - Temporary Traffic Control Typical Details
  - Critical Cross Sections
- b. In locations where trees appear to be popping sidewalk panels, it is anticipated that the design will either include a rolling sidewalk profile to accommodate existing tree roots or that the tree will be removed to allow for a more uniform sidewalk slope. Substantial alterations to existing sidewalks, including elevating expansive lengths of sidewalk, are not anticipated.
- c. It is understood that all information that the Town has available relative to the project (e.g., existing plans, public and private utility information) will be provided to Environmental Partners at no cost to properly review the work.

## 2. Drainage Design

- a. The anticipated scope of construction includes minor alterations to the existing drainage system by either adjusting or remodeling existing castings as appropriate for the preferred design. It is anticipated that the existing drainage system is in adequate condition and has adequate capacity into which to tie within the project limits.

## 3. Meetings & Coordination

- a. Environmental Partners will attend one in-person meeting with representatives of the Town to review the design documents.
- b. Environmental Partners will also coordinate regularly with the Town via email and telephone throughout the project.

## Assumptions

1. This Scope of Services assumes that the project will be reviewed by the Town's Engineering Department. A review by other agencies, groups, or departments is not anticipated.
2. This Scope of Services assumes that the preferred concepts will not require proposed retaining walls. Geotechnical evaluations and structural assessments of the integrity of existing retaining walls are not included in this Scope of Services.
3. It is assumed that an adequate drainage system exists within project limits to tie into and downstream conditions including existing outfalls are in adequate condition and provide

adequate capacity. Thus, evaluation of the existing drainage system capacity and HydroCAD evaluations are not anticipated or included in this Scope of Services.

4. It is assumed that the proposed construction will take place within the Town right of way and not on private property. Permanent or temporary easements, land acquisitions, and rights of entry are not included in this Scope of Services. If impacts to private property cannot be avoided, upon request, Environmental Partners may assist the Town with any needed rights of entry, easements, or land acquisitions as an amendment to this contract.
5. The proposed construction is not anticipated to take place within 100 feet of any wetland; therefore, permitting is not anticipated to be required.

#### Task 5: Book Job Preparation

Environmental Partners will refine and advance the concepts developed in Task 2 for Parkman Street and the portion of Browne Street from Pleasant Street to St. Paul Street with more site-specific detail, adequate for advertisement as a book job. Work includes verifying site conditions and preparing the necessary information for the bid document as specified.

1. Environmental Partners will visit each road to verify that site conditions appear to be adequate such that construction in the selected concept can be handled with typical details and specifications instead of a detailed engineered design.
2. During the site visit, quantities will be inventoried along each roadway segment for incorporating into the construction estimate and bid tab. Locations where existing features require alteration will be noted and reflected. Given the nature of a book job, assumptions will be made relative to treatments needed to achieve grading for ADA compliance and stormwater runoff and likely impacts; minor alterations and adjustments during construction are anticipated to achieve compliance and drainage as coordinated by the Town.
3. Typical details will be provided to address conditions frequently encountered along the roadways.
4. Grading details for proposed curb extensions will be provided at the intersections of Parkman Street at Powell Street and Browne Street at Still Street.

#### Task 6: Bid Document Preparation

Environmental Partners will prepare one set of bid documents adequate for bidding purposes for the five roadways.

1. Bid Document Preparation
  - a. Environmental Partners will prepare supplementary specifications to the Massachusetts Department of Transportation "Standard Specifications for Highways

and Bridges” (latest edition) in the form of Special Provisions, which shall incorporate relevant sections of the Town’s standard specifications where applicable. This work includes the preparation of the bid tabulation and technical specification sections of the contract bid documents. Standard bidding documents, general conditions, bid forms, agreements, or other information associated with procurement requirements and procedures will also be prepared and provided to the Town for review.

- b. Environmental Partners will provide a final opinion of probable construction cost (OPCC). The final OPCC will include the quantity, unit price, and estimated cost of all pay items. The estimate will be based on prevailing prices established by MassDOT and recently advertised and awarded projects completed by the Town and Environmental Partners. A bid tab will be prepared and included in the Bid Form section of the bid document providing the quantity for each bid item.
  - c. The bid package will be submitted to the Town for review and comment upon completion. A response to comments will be provided and changes implemented as necessary into the submission of bid documents, including plans, specifications, and estimates (PS&E).
2. Meetings & Coordination
- a. Environmental Partners will attend one in-person meeting with representatives of the Town to review the final bid documents and discuss the procurement schedule for the project.
  - b. Environmental Partners will also coordinate regularly with the Town via email and telephone throughout the project.

#### Task 7: Construction Administration

Environmental Partners will assist the Town with the administration of the construction contract for the duration of construction work, which is estimated to be three (3) months or twelve (12) weeks. For budgeting purposes, Environmental Partners is anticipated to provide up to three hundred (300) hours of limited construction administration and limited construction observation services. The actual cost of this task will depend on the total construction duration.

1. Environmental Partners will attend a pre-construction meeting with the selected Contractor, the Town, and other interested parties to discuss the construction of the project, as outlined in the Construction Contract Documents, including: (1) scheduling; (2) methodology for dispute resolution; (3) substitutions of materials and/or construction procedures; (4) clarifications of the Contract Documents; and (5) coordination with the Town.
- Environmental Partners will review and take appropriate action with respect to shop drawings and cut sheets that the Contractor is required to submit, but only for conformance with the project and compliance with the information given in the Contract Documents (but such

review or other action shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by the Specifications), maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents. For budgeting purposes, 40 hours has been allocated to reviewing shop drawings and cut sheets and 40 hours have been allocated to reviewing Requests for Information (RFIs).

- Since the Town shall provide a full-time on-site Resident Project Representative (RPR) during the duration of the construction, this Scope of Services does not anticipate or include Environmental Partners performing reviews of applications for payment or the accompanying data, determining the amounts owing to Contractor(s) or recommending in writing to the Town payments to Contractor(s) in such amounts. Environmental Partners will not be deemed to have represented that continuous or exhaustive examinations have been made by the Team to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or programs incident thereto or that the Team has made an examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or that title to any of the work, materials or equipment has passed to Town free and clear of any lien, claims, security interest or encumbrances, or that Contractor(s) have completed their work exactly in accordance with the Contract Documents. Environmental Partners will assist the Town in their review in determining if the Project is substantially complete and if, to the best of the Team's knowledge given the Team's limited involvement during construction, the work has been completed in substantial conformance with the Contract Documents and the intent of the design and if Contractor has fulfilled all of his obligations thereunder so that the Town may recommend final payment to Contractor(s) and may give written notice to the Contractor(s) that the work is acceptable (subject to any conditions therein expressed). For budgeting purposes, 72 hours have been allocated to 12 weekly meetings, 132 hours have been allocated to site visits over a 12-week period, and 16 hours have been allocated to project management.
- Environmental Partners shall not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractor(s)' or subcontractors' agents or employees or any other persons at the site or otherwise performing any of the Contractor(s)' work.
- The duration and resulting cost of the construction phase services are controlled by the level of construction and efficiency of the contractor. Since the actual total hours of construction phase services are subject to factors beyond Environmental Partners' control, construction phase services are proposed to be performed on a time and expense basis with an upset limit.

### **Assumptions**

1. This Scope of Services assumes that the Town will provide full-time on-site inspection to ensure that the work is proceeding in general conformance with the Contract Documents and industry standards and to monitor, review, and process pay requisitions. Environmental Partners' involvement in providing RPR services is not included.

2. This Scope of Services assumes that the Town will handle all public outreach and coordination with other Town officials during construction.

**Fee**

Environmental Partners proposes to perform the indicated Scope of Services for Tasks 1-6 as previously described on a lump sum basis. Environmental Partners proposes to perform the indicated Scope of Services for Task 7 as previously described on a time and materials basis based on Environmental Partners' billing rates at the time services are performed. Environmental Partners proposes to complete the design and construction phase services for the Not-to-Exceed fee of Two Hundred Seventy Three Thousand Dollars (\$273,000.00) based on the below Fee Schedule.

Fee Schedule

Proposed Services

Task 1: Topographic Survey & Base Plan	\$68,600
Task 2: Pavement Testing	\$23,500
Task 3: Concept Development	\$25,800
Task 4: Engineered Design	\$64,500
Task 5: Book Job Preparation	\$10,700
<u>Task 6: Bid Document Preparation</u>	<u>\$17,600</u>
<i>Lump Sum Total (Tasks 1-6)</i>	<i>\$210,700</i>
<u>Task 7: Construction Administration (Time &amp; Materials)</u>	<u>\$62,300</u>
<b>Total Authorization (Tasks 1-7)</b>	<b>\$273,000</b>

The compensation indicated above is based on an estimate of the character and extent of work involved. Unforeseen conditions that become evident during the course of the work may alter or increase the effort required. The not-to-exceed amounts indicated above will not be exceeded without formal written amendment to the Agreement between the Town and Environmental Partners.

The proposed fee and effort is based upon our best faith effort to fully understand the needs of this Proposal. If the scope of the services to be rendered is changed materially or if the period of time required to render services hereunder is extended beyond the completion dates proposed, the amount of compensation provided shall be adjusted appropriately (if required), upon approval of the parties and this Proposal is so amended.

Invoices will be issued to the Town on a monthly basis and will be based upon percent complete (Tasks 1-6) and/or time and materials (Task 7). Environmental Partners standard billing rates are attached, and rates will be adjusted annually in April. All expenses and consultants will be billed with a 12% markup. A status report documenting the work performed each month will be provided with each invoice.



**Project Schedule**

Environmental Partners is ready to begin work immediately upon receipt of notice to proceed. Assuming that notice to proceed is issued within one week of the date of this proposal, we anticipate completing Tasks 1-6 by April 30, 2024. Given the Town's desired (earlier) advertising schedule, Environmental Partners anticipates using concepts developed under Task 3 for the bid document while the surveyed base plans and detailed engineered design are being prepared in time for construction. If project delays outside of Environmental Partners' control cause the completion date to extend beyond April 30, 2024, additional compensation may be requested through an amendment for additional coordination time.

**Acceptance**

If this proposal is acceptable to you, we can prepare a standard contract for Environmental Partners to perform the work described herein and can proceed upon receipt of a formal Notice to Proceed.

We appreciate the opportunity to continue our working relationship with the Town and look forward to working on this important project. Please do not hesitate to contact either of us if you have any questions.

Sincerely,  
Environmental Partners Group, LLC



James D. Fitzgerald, PE, LEED AP  
*Director of Transportation / Principal*



Margot E. Schoenfelder, PE, AICP  
*Project Manager*



**AGREEMENT PW/24-16 FOR  
PROFESSIONAL TECHNICAL SERVICES  
BY AND BETWEEN THE TOWN OF BROOKLINE AND  
ENVIRONMENTAL PARTNERS GROUP, LLC.**

THIS AGREEMENT PW/24-16 is made this 4th day of January, 2024, by and between the Town of Brookline, Massachusetts acting herein by and through its Department of Public Works, hereinafter called the OWNER and Environmental Partners Group, LLC, with offices at 1900 CROWN COLONY DRIVE #402, QUINCY, MA 02169, hereinafter called the PROFESSIONAL TECHNICAL CONSULTANT, or CONSULTANT.

Professional technical services covered under the Town of Brookline's standard contract include engineering, landscape architecture, architecture, planning, design, survey, sampling, analysis, construction oversight, inspections, project administration and other related services.

WITNESSETH, for the consideration hereinafter set forth, the parties hereto agree as follows:

**ARTICLE 1 - ENGAGEMENT OF THE PROFESSIONAL TECHNICAL CONSULTANT AND STANDARD OF CARE**

- 1.1 THE OWNER hereby engages the PROFESSIONAL TECHNICAL CONSULTANT, and the PROFESSIONAL TECHNICAL CONSULTANT hereby accepts the engagement to perform certain PROFESSIONAL TECHNICAL CONSULTING services for the Town of Brookline, Massachusetts, as fully described by the OWNER at *Exhibit "A" FY24 Transportation & Mobility Improvements*, hereinafter called the PROJECT.
- 1.2 The PROFESSIONAL TECHNICAL CONSULTANT agrees that its services shall be performed in a manner consistent with that degree of skill, care and diligence ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions.
- 1.3 The PROFESSIONAL TECHNICAL CONSULTANT shall coordinate the services of its consultants and shall cooperate with the OWNER'S representatives and separate consultants in the best interest of the PROJECT.
- 1.4 The PROFESSIONAL TECHNICAL CONSULTANT represents that it and its consultants have and shall maintain throughout the performance of the services under this Agreement the requisite licenses, registrations, and/or certifications required for the performance of these services in the jurisdiction in which the PROJECT is located, and shall provide evidence of such licenses, registrations, and/or certifications upon request by the OWNER.
- 1.5 Unless included in the Scope of Services, as described hereinafter, the presence of the PROFESSIONAL TECHNICAL CONSULTANT, its employees, or consultants at the Project site shall not be deemed an assumption by the PROFESSIONAL TECHNICAL CONSULTANT of any

## 6.H.

obligations, duties, or responsibilities for safety, including but not limited to construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating the work of the Project in accordance with the Construction Documents or any regulatory health or safety requirements. The PROFESSIONAL TECHNICAL CONSULTANT, its employees, and consultants have no authority to exercise any control over any construction contractor, its employees, or subcontractors in connection with their work or health and safety programs and procedures unless expressly included as part of the contract, including any relevant Scope of Services.

### 1.6 [INTENTIONALLY OMITTED]

## ARTICLE 2 - SCOPE OF SERVICES and COMPENSATION

2.1 The Scope of Services, or Scope of Work, provided by the PROFESSIONAL TECHNICAL CONSULTANT under this Agreement are described in *Exhibit "A" FY24 Transportation & Mobility Improvements* (issued 01/04/2024).

The Scope of Work described in Exhibit "A" shall be completed by the PROFESSIONAL TECHNICAL CONSULTANT for **FIXED FEE of TWO HUNDRED AND SEVENTY-THREE THOUSAND DOLLARS (\$273,000.00)**

2.2 The Scope of Work, PROJECT Approach and Preliminary Schedule are outlined and developed by the PROFESSIONAL TECHNICAL CONSULTANT in *Exhibit "A"*. However, it shall be noted that any schedule adjustments that shall be required be thereby developed by CONSULTANT with OWNER acceptance based on the execution date of this Agreement PW/24-16, or the PROJECT start date.

## ARTICLE 3 - RESPONSIBILITIES OF THE OWNER

The OWNER, without cost to the PROFESSIONAL TECHNICAL CONSULTANT, shall do the following in a timely manner so as not to delay the services of the PROFESSIONAL TECHNICAL CONSULTANT:

3.1 Designate in writing a person to act as the OWNER'S representative with respect to work to be performed under this AGREEMENT, such person to have complete authority to transmit instructions, receive information, interpret and define the OWNER'S policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by this AGREEMENT.

3.2 Assist the PROFESSIONAL TECHNICAL CONSULTANT by placing at the disposal of the PROFESSIONAL TECHNICAL CONSULTANT all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.

3.3 Arrange for access to and make all provisions for the PROFESSIONAL TECHNICAL CONSULTANT to enter upon public and private lands as required for the PROFESSIONAL TECHNICAL CONSULTANT to perform its work under this AGREEMENT.

## 6.H.

- 3.4 Furnish the PROFESSIONAL TECHNICAL CONSULTANT available property, boundary and rights-of-way maps, easements, encroachments, zoning, covenants, or deed or other restrictions, as appropriate, for the PROJECT.
- 3.5 Cooperate with and assist the PROFESSIONAL TECHNICAL CONSULTANT in all additional work that is mutually agreed upon.
- 3.6 Pay the PROFESSIONAL TECHNICAL CONSULTANT for work performed in accordance with the terms specified herein.
- 3.7 Provide full information as to OWNER'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards, which OWNER will require to be included in the Drawings, Plans and Specifications or other deliverables of the PROJECT.
- 3.8 Attend the pre-bid conference, bid opening, pre-construction conference, construction progress and job-related meetings, substantial completion inspections and final payment inspections if applicable to the PROJECT.
- 3.9 If the OWNER observes or becomes aware of any errors or omissions or inconsistencies in any documents provided by the PROFESSIONAL TECHNICAL CONSULTANT or any fault or defect in the PROJECT, the OWNER shall promptly give written notice thereof to the PROFESSIONAL TECHNICAL CONSULTANT. However, a failure by the OWNER to notify PROFESSIONAL TECHNICAL CONSULTANT of any error, omission or inconsistency shall not operate to limit or reduce the PROFESSIONAL TECHNICAL CONSULTANT's responsibility to perform its duties with diligence and care, including but not limited to discovering said errors, omissions, or inconsistencies through its own processes of review and inspection.
- 3.10 Give prompt written notice to PROFESSIONAL TECHNICAL CONSULTANT whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of PROFESSIONAL TECHNICAL CONSULTANT'S services or any defect or non-conformance of the work of any Contractor(s). However, a failure by the OWNER to notify PROFESSIONAL TECHNICAL CONSULTANT of any such development, defect or non-conformance shall not operate to limit or reduce the PROFESSIONAL TECHNICAL CONSULTANT's responsibility to perform its duties with diligence and care, including but not limited to discovering said developments, defects or non-conformances through its own processes of review and inspection.
- 3.11 OWNER'S decisions, approvals, reviews, and responses shall be communicated to the PROFESSIONAL TECHNICAL CONSULTANT in a timely manner so as not to delay the performance of the PROFESSIONAL TECHNICAL CONSULTANT'S Services. Comments, if from a client committee or multiple interested entities, must be a consolidation of all comments in order to provide clear direction to the PROFESSIONAL TECHNICAL CONSULTANT to avoid delays.

### ARTICLE 4 - TIME OF PROJECT

## 6.H.

- 4.1 The PROFESSIONAL TECHNICAL CONSULTANT will initiate work under this AGREEMENT following formal acceptance of this AGREEMENT by the OWNER. The PROFESSIONAL TECHNICAL CONSULTANT agrees to provide services for the estimated duration of work provided in *Exhibit "A"*.
- 4.2 If PROFESSIONAL TECHNICAL CONSULTANT'S services are delayed or suspended in whole or in part by the OWNER for more than six months through no fault of the PROFESSIONAL TECHNICAL CONSULTANT, PROFESSIONAL TECHNICAL CONSULTANT shall be entitled to an equitable adjustment of the rates and compensation to be paid herein. A Termination of this Agreement shall not be considered a delay or suspension of the PROFESSIONAL TECHNICAL CONSULTANT'S services.

### ARTICLE 5 - PAYMENTS TO THE PROFESSIONAL TECHNICAL CONSULTANT

- 5.1 For services performed under this AGREEMENT and reviewed and approved by the OWNER, the OWNER agrees to pay the PROFESSIONAL TECHNICAL CONSULTANT within thirty (30) days of the invoice date, or within thirty (30) days after the date of OWNER approval of services performed, whichever is later, as charges, or fees, accrue on a time charged plus expense basis.

For this PROJECT, the estimated PROFESSIONAL TECHNICAL CONSULTANT fixed fees and time and materials are as indicated at *Exhibit "A"*. Compensation shall be payable monthly, as earned (based on the portion of the fixed price amount in proportion to the estimated percentage of the services rendered during the invoice period to the total of the services to be provided), in accordance with the fee breakdown identified on *Exhibit "A"*.

- 5.2 If the OWNER fails to make any payment due the PROFESSIONAL TECHNICAL CONSULTANT for services and expenses within thirty (30) days after receipt of the PROFESSIONAL TECHNICAL CONSULTANT'S statement therefore, the PROFESSIONAL TECHNICAL CONSULTANT may, after giving seven (7) days' written notice to the OWNER, suspend services under this AGREEMENT. Unless the PROFESSIONAL TECHNICAL CONSULTANT receives payment within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the PROFESSIONAL TECHNICAL CONSULTANT shall have no liability to the OWNER for delay or damage caused the OWNER because of such suspension of services.

### ARTICLE 6 - INSURANCE

#### 6.1 General Liability Insurance

The PROFESSIONAL TECHNICAL CONSULTANT shall secure and maintain, for the duration of this PROJECT, the following General Liability Insurance policy or policies at no cost to the OWNER. With respect to the operations the PROFESSIONAL TECHNICAL CONSULTANT performs, the PROFESSIONAL TECHNICAL CONSULTANT shall carry Commercial General

## 6.H.

Liability Insurance for bodily injury, death, and property damage in the amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.

### 6.2 Automobile Liability Insurance

The PROFESSIONAL TECHNICAL CONSULTANT shall secure and maintain, for the duration of this PROJECT, Automobile Liability Insurance covering the operation of all motor vehicles, including those hired or borrowed, used by the PROFESSIONAL TECHNICAL CONSULTANT in connection with this AGREEMENT, in the amount of One Million Dollars (\$1,000,000) combined single limit per accident.

### 6.3 Umbrella Liability Insurance

In addition to the above-mentioned coverage, the PROFESSIONAL TECHNICAL CONSULTANT shall carry a minimum of Two Million Dollars (\$2,000,000) in an umbrella liability policy for the duration of the PROJECT.

### 6.4 Professional Services Liability Insurance

The PROFESSIONAL TECHNICAL CONSULTANT shall secure, at its own expense, a Professional Services Liability Insurance policy with a limit of Three Million Dollars (\$3,000,000) per claim and in the aggregate, and maintain such policy for the duration of the PROJECT.

### 6.5 Workers Compensation Coverage

6.5.1 The PROFESSIONAL TECHNICAL CONSULTANT shall maintain statutory Worker's Compensation insurance coverage for all of its employees at the PROJECT as required by the State of Massachusetts.

### 6.6 Additional Insured

OWNER shall be named an additional insured for insurance coverage included in Articles 6.1, 6.2 and 6.3 only.

## ARTICLE 7 - LIMITATION OF LIABILITY AND INDEMNIFICATION

7.1 To the fullest extent permitted by law, the total liability in the aggregate, of PROFESSIONAL TECHNICAL CONSULTANT and its officers, directors, employees, agents, and independent professional associates, and any of them, to the OWNER and any one claiming by, through or under the OWNER, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to PROFESSIONAL TECHNICAL CONSULTANT'S services, the PROJECT, or this AGREEMENT, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of PROFESSIONAL TECHNICAL CONSULTANT or its officers, directors, employees, agents or independent professional associates, or any of them, shall not exceed the greater of two million dollars (\$2,000,000.00) or the amount recoverable from the available limits of the insurance identified in Article 6. PROFESSIONAL TECHNICAL

## 6.H.

CONSULTANT shall have no upfront duty to defend the OWNER but shall reimburse defense costs of the OWNER to the same extent of its indemnity obligation herein.

7.2 To the fullest extent permitted by law, and subject to the limitation of liability set forth in 7.1, the PROFESSIONAL TECHNICAL CONSULTANT agrees to indemnify and hold harmless the OWNER and its officers, directors, employees, agents, and independent professional associates, and any of them, from any claims, losses, damages or expense (including reasonable attorneys' fees) arising out of the death of, injuries, or damages to any person, or damage or destruction of any property, in connection with the PROFESSIONAL TECHNICAL CONSULTANT'S services under this AGREEMENT to the extent caused by the negligent or intentional acts, errors, or omissions of the PROFESSIONAL TECHNICAL CONSULTANT or its officers, directors, employees, agents or independent professional associates, or any of them.

### 7.3 Hazardous Waste Indemnifications

7.3.1 The PROFESSIONAL TECHNICAL CONSULTANT and its consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous waste in any form at the PROJECT site unless included as part of the Scope of Services.

7.3.2 The OWNER hereby warrants that, if he or she knows or has any reason to assume or suspect that hazardous materials may exist at the PROJECT site, he or she has so informed the PROFESSIONAL TECHNICAL CONSULTANT. The OWNER also warrants that he or she has done his or her best to inform the PROFESSIONAL TECHNICAL CONSULTANT of such known or suspected hazardous materials' type, quantity and location.

7.3.3 The OWNER recognizes that special risks occur whenever engineering, or related disciplines are applied to identify subsurface conditions.

Subsurface sampling may result in unavoidable contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream or other hydrous body not previously contaminated and capable of spreading hazardous materials off-site and OWNER accepts that risk. Because nothing can be done to eliminate the risk of such an occurrence, and because subsurface sampling is a necessary aspect of the work for some relevant PROJECTS which the PROFESSIONAL TECHNICAL CONSULTANT may perform on the OWNER'S behalf, the OWNER waives any claim against the PROFESSIONAL TECHNICAL CONSULTANT and agrees to defend, indemnify and hold the PROFESSIONAL TECHNICAL CONSULTANT harmless from any claim or liability for injury or loss which may arise as a result of alleged cross-contamination caused by sampling.

7.3.4 The PROFESSIONAL TECHNICAL CONSULTANT will hold soil samples collected during the subsurface investigation for three [3] months after the completion of the PROJECT at their offices. After the three-month period, the PROFESSIONAL TECHNICAL CONSULTANT shall contact the OWNER requesting information regarding the disposition of the soil samples. At the OWNER'S request, after receiving written

## 6.H.

instructions, PROFESSIONAL TECHNICAL CONSULTANT will either [1] ship the samples to the OWNER for the OWNER'S use or [2] dispose of the samples. If the PROFESSIONAL TECHNICAL CONSULTANT does not receive a response from the OWNER within thirty (30) days of submitting the request for information relative to the disposition of the samples, the PROFESSIONAL TECHNICAL CONSULTANT shall dispose of the samples.

### ARTICLE 8 - EXTENSION OF SERVICES

#### 8.1 Additional Work

In the event the PROFESSIONAL TECHNICAL CONSULTANT, as requested by the OWNER, is to make investigations or reports on matters not covered by this AGREEMENT, or is to perform other services not included herein, additional compensation shall be paid to the PROFESSIONAL TECHNICAL CONSULTANT as is mutually agreed upon by and between the OWNER and the PROFESSIONAL TECHNICAL CONSULTANT. Such services shall be incorporated into written amendments to this AGREEMENT, or into a new written AGREEMENT.

#### 8.2 Changes in Work

The OWNER, from time to time, may require changes or extensions in the Scope of Services in *Exhibits "A"*, to be performed hereunder. Such changes or extensions, including any increase or decrease in the amount of compensation, to be mutually agreed upon by and between the OWNER and the PROFESSIONAL TECHNICAL CONSULTANT, shall be incorporated into written amendments to this AGREEMENT.

#### 8.3 Litigation Support Services

In the event the PROFESSIONAL TECHNICAL CONSULTANT is to prepare for or appear in any litigation on behalf of the OWNER, additional compensation shall be paid to the PROFESSIONAL TECHNICAL CONSULTANT.

The OWNER agrees to compensate the PROFESSIONAL TECHNICAL CONSULTANT for time spent and expenses incurred in preparation for and attendance at meetings and appearances related to litigation, including depositions. This shall include appearances before the OWNER'S attorney and before the attorney of any other party to the litigation, in addition to all other support services as requested by the OWNER. Additional compensation shall be paid to the PROFESSIONAL TECHNICAL CONSULTANT as is mutually agreed upon by and between the OWNER and the PROFESSIONAL TECHNICAL CONSULTANT. Such services shall be incorporated into written amendments to this AGREEMENT, or into a new written AGREEMENT.

#### 8.4 Hazardous Materials Encountered

If, in the performance of the work, hazardous materials are encountered and are judged by the PROFESSIONAL TECHNICAL CONSULTANT to be an imminent threat to on-site personnel and/or the general public, the PROFESSIONAL TECHNICAL CONSULTANT shall inform the Local and State Emergency Personnel of the release. The OWNER agrees to compensate the PROFESSIONAL TECHNICAL CONSULTANT for any time spent or expenses incurred by the



## 6.H.

PROFESSIONAL TECHNICAL CONSULTANT to mitigate the threat, in accordance with the PROFESSIONAL TECHNICAL CONSULTANT'S prevailing fee schedule and expense reimbursement policy. Such services shall be incorporated into written amendments to this AGREEMENT, or into a new written AGREEMENT.

### ARTICLE 9 - OWNERSHIP AND USE OF DOCUMENTS

- 9.1 The OWNER shall retain ownership of the documents submitted to the OWNER by the PROFESSIONAL TECHNICAL CONSULTANT pursuant to this AGREEMENT. However, such documents may not be intended or otherwise represented to be suitable for reuse by the OWNER or others on extensions of the PROJECT or on any other PROJECT. Any reuse or adaptation by the OWNER without written verification by the PROFESSIONAL TECHNICAL CONSULTANT shall be at the OWNER'S sole risk and without liability or legal exposure to the PROFESSIONAL TECHNICAL CONSULTANT or to the PROFESSIONAL TECHNICAL CONSULTANT'S independent sub-consultants, and the OWNER shall indemnify and hold harmless the PROFESSIONAL TECHNICAL CONSULTANT and the PROFESSIONAL TECHNICAL CONSULTANT'S sub-consultants from all claims, damages, losses and expenses, including reasonable attorneys' fees arising out of or resulting therefrom. The OWNER may use or adapt documents for future use at its own risk and responsibility. Any verification or adaptation performed by the PROFESSIONAL TECHNICAL CONSULTANT shall entitle the PROFESSIONAL TECHNICAL CONSULTANT to further compensation at rates to be agreed upon by the OWNER and the PROFESSIONAL TECHNICAL CONSULTANT.
- 9.2 The PROFESSIONAL TECHNICAL CONSULTANT shall be deemed the author and the OWNER the owner of all deliverables provided to the OWNER, including but not limited to plans, drawings, data, analysis, maps, specifications, construction documents, displays, graphic art, photographs, and other images and devices of any medium. The OWNER may use, edit, and reproduce all deliverables for plans, presentations, brochures, web presentations, etc., and assumes responsibility for any changes made to the documents.

### ARTICLE 10 - TERMINATION

- 10.1 The obligation to provide further services under this AGREEMENT may be terminated by the OWNER upon thirty (30) days' written notice for any reason and by the PROFESSIONAL TECHNICAL CONSULTANT upon thirty (30) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- 10.2 In the event of termination by the OWNER under Article 10.1, the PROFESSIONAL TECHNICAL CONSULTANT shall be paid for all unpaid services and unpaid other direct costs incurred to the date of receipt of written notice of termination, including sub-consultants, and for the services necessary to affect termination, in accordance with the provisions of Article 5 of this AGREEMENT.

### ARTICLE 11 - GENERAL PROVISIONS

- 11.1 Precedence

## 6.H.

The terms and conditions in this AGREEMENT shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding the PROFESSIONAL TECHNICAL CONSULTANT'S services.

### 11.2 Severability

If any of the terms and conditions in this AGREEMENT shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this AGREEMENT to replace any such invalid or unenforceable provision with a valid enforceable provision that comes as close as possible to the intention of the stricken provision.

### 11.3 Mediation

All claims, disputes or controversies arising between the OWNER and the PROFESSIONAL TECHNICAL CONSULTANT shall be submitted to non-binding mediation prior to and as a condition precedent to the commencement of any litigation between those parties. The American Arbitration Association, or such other person or mediation service shall conduct the non-binding mediation as the parties mutually agree upon. The party seeking to initiate mediation shall do so by submitting a formal written request to the other party to this AGREEMENT and the American Arbitration Association or such other person or mediation service as the parties mutually agree upon. The costs of mediation shall be borne equally by the parties. All statements of any nature made in connection with the non-binding mediation shall be privileged and will be inadmissible in any subsequent court or other proceeding involving or relating to the same claim.

### 11.4 Subrogation

The OWNER and the PROFESSIONAL TECHNICAL CONSULTANT waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by any property or other insurance except for professional liability insurance in effect whether during or after the PROJECT. The OWNER and the PROFESSIONAL TECHNICAL CONSULTANT shall each require similar waivers from their contractors, consultants and agents.

### 11.5 Consequential Damages

Notwithstanding any other provision of this Agreement, the OWNER shall not be liable for incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.

### 11.6 Sole Remedy

Notwithstanding anything to the contrary contained herein, OWNER and PROFESSIONAL TECHNICAL CONSULTANT agree that their sole and exclusive claim, demand, suit, judgment or remedy against each other shall be asserted against each other's corporate entity and not against each other's shareholders, A/E's, directors, officers or employees.

## 6.H.

### 11.7 Third Party Obligations

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the PROFESSIONAL TECHNICAL CONSULTANT.

### 11.8 Statute of Limitations

Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion of the Project ultimately contemplated by the Scope of Services, including, if appropriate, construction and opening to the public.

### 11.9 PROFESSIONAL TECHNICAL CONSULTANT's Liability for Construction Contract Award Recommendations

In consideration of the PROFESSIONAL TECHNICAL CONSULTANT'S performance of its obligation to review and evaluate the various bidders and bid submissions and to make recommendations to the OWNER regarding the award of the construction contract (to the extent such performance is included in the Scope of Services), the OWNER agrees to hold harmless the PROFESSIONAL TECHNICAL CONSULTANT for all costs, expenses, damages and attorneys' fees which are incurred by the OWNER as a result of any claims, allegations, administrative or court proceedings, arising out of or relating to any bid protest or such other action taken by any person or entity with respect to the review and evaluation of the bidders and bid submissions and/or recommendations concerning the award of the construction contract. This paragraph shall not apply in circumstances in which the PROFESSIONAL TECHNICAL CONSULTANT is finally adjudicated by a court to have actually engaged in intentional and willful conduct without any legitimate justification, privilege or immunity.

### 11.10 Limitation of PROFESSIONAL TECHNICAL CONSULTANT's Responsibilities During Construction

The PROFESSIONAL TECHNICAL CONSULTANT shall not be responsible for the acts or omissions of any Contractor(s), or of any subcontractor(s) or supplier(s), or any of Contractor(s)' or subcontractor(s)' or supplier(s)' agents or employees or any other persons (except PROFESSIONAL TECHNICAL CONSULTANT'S own employees and agents) at the site or otherwise furnishing or performing Contractor(s)' work.

### 11.11 PROFESSIONAL TECHNICAL CONSULTANT Not Responsible for Accuracy of Contractor-Supplied Information Used in Record Drawings

The PROFESSIONAL TECHNICAL CONSULTANT shall not be responsible for any errors in or omissions in the information provided by Contractor that is incorporated in the record drawings or other record documents. PROFESSIONAL TECHNICAL CONSULTANT shall not check the Contractor's record drawings information unless included in the scope of the PROFESSIONAL TECHNICAL CONSULTANT'S services contained in *Exhibit "A"*.

## 6.H.

### 11.12 Opinions of Probable Construction Cost

The PROFESSIONAL TECHNICAL CONSULTANT makes opinions of probable costs using its best judgement as an experienced and qualified professional generally familiar with the construction or related industry. The PROFESSIONAL TECHNICAL CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or the Contractor's methods of determining prices, or competitive bidding or market conditions or when the PROJECT will be constructed. The PROFESSIONAL TECHNICAL CONSULTANT cannot and does not guarantee that Contractor's bids or actual construction costs will not vary from opinions of probable construction cost prepared by the PROFESSIONAL TECHNICAL CONSULTANT. If the OWNER desires greater assurance as to probable construction cost, OWNER shall employ an independent cost estimator.

### 11.13 Changed Conditions

If concealed or unknown conditions that affect the performances of the services are encountered, that are not ordinarily found to exist or that differ materially from those generally recognized as inherent in the services of the character provided for under this AGREEMENT or which could not have reasonably been anticipated, notice by the observing party shall be promptly given to the other party and, if possible before the conditions are disturbed. If the PROFESSIONAL TECHNICAL CONSULTANT makes the claim, PROFESSIONAL TECHNICAL CONSULTANT'S schedule and compensation shall be equitably adjusted to reflect additions that result from such changed conditions.

### 11.14 Force Majeure

If delays or failures of performance of the PROFESSIONAL TECHNICAL CONSULTANT are caused by occurrences beyond the reasonable control of the PROFESSIONAL TECHNICAL CONSULTANT, the PROFESSIONAL TECHNICAL CONSULTANT shall not be in default of this AGREEMENT. Said occurrences shall include Acts of God or the public enemy; expropriation or confiscation; compliance with any other of any governmental authority; changes in law; act of war, rebellion, terrorism or sabotage or damage resulting therefrom; fires, floods, explosions, accidents, riots, strikes or other concerted acts of workmen, whether direct or indirect; or any other causes which are beyond the reasonable control of the PROFESSIONAL TECHNICAL CONSULTANT.

## ARTICLE 12 – DISCLOSURE RIGHTS

12.1 OWNER agrees the PROFESSIONAL TECHNICAL CONSULTANT has the authority to use its name as a client and a general description of the project as a reference for other prospective clients.

## ARTICLE 13 – NON-DISCRIMINATION PROVISION

During the performance of this Contract, the PROFESSIONAL TECHNICAL CONSULTANT, for himself, his assignees and successors in interest (hereinafter referred to as the "PROFESSIONAL TECHNICAL CONSULTANT"), agrees as follows:

## 6.H.

(a) The PROFESSIONAL TECHNICAL CONSULTANT will comply with the provisions of Chapter 151B, as amended, of the General Laws of Massachusetts relative to non-discrimination which are incorporated herein by reference and made a part of this Contract.

(b) In the performance of work under this Contract, the PROFESSIONAL TECHNICAL CONSULTANT shall not discriminate in employment practices or in the selection or retention of subcontractors or in the procurement of materials or rental of equipment on the grounds of race, color, religion, gender identity or gender expression, or national origin, or on the grounds of age or sex except when age or sex is a bona fide occupational qualification.

The PROFESSIONAL TECHNICAL CONSULTANT will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the PROFESSIONAL TECHNICAL CONSULTANT'S commitments under this section, and shall post copies of such notice in conspicuous places available to employees and applicants for employment.

(c) In all solicitations either by competitive bidding or negotiation made by the PROFESSIONAL TECHNICAL CONSULTANT for work to be performed under a subcontract and for the procurement of materials and equipment, each potential subcontractor or supplier shall be notified in writing by the PROFESSIONAL TECHNICAL CONSULTANT of the PROFESSIONAL TECHNICAL CONSULTANT'S obligations under this Contract relative to non-discrimination on grounds of race, color, religion, gender identity or gender expression, national origin, age or sex, and his obligations to pursue an affirmative course of action as required by paragraph (d).

(d) The PROFESSIONAL TECHNICAL CONSULTANT will pursue an affirmative course of action as required by affirmative action guidelines adopted by the Human Relations Commission in effect on the effective date of the contract, or when calls for proposals are made, whichever is sooner, which are herein incorporated by reference, attached hereto, and made a part of this contract and to the nature and size of his work force, to insure that applicants are sought and employed, and that employees are treated, during their employment, without regard to their race, color, gender identity or gender expression, national origin or ancestry, or religion. No changes in affirmative action guidelines hereinafter adopted by the Commission shall be effective with respect to contracts already in effect, without the express written consent of the PROFESSIONAL TECHNICAL CONSULTANT.

(e) In the event the PROFESSIONAL TECHNICAL CONSULTANT fails to comply with the foregoing non-discrimination provisions of this AGREEMENT, the contracting agency of the OWNER, upon advice and counsel of the Human Relations Commission, shall impose such contract sanctions as it may determine to be appropriate, including but not limited to: (1) withholding of payment due the PROFESSIONAL TECHNICAL CONSULTANT under this contract until the PROFESSIONAL TECHNICAL CONSULTANT complies, and/or (2) cancellation, termination or suspension of this Contract, in whole or in part.

For the purposes of this section the contracting agency of the Town shall accept as proof of noncompliance with the provisions of subsection (a), only final orders or decisions of the Massachusetts Commission Against Discrimination.

## 6.H.

(f) The provisions of this section shall be deemed supplementary to, and not in lieu of, or in substitution for, the provisions of Massachusetts Law relating to non-discrimination, and other applicable Federal, State or Town law, by-law, rule, regulation and directive relative thereto. In the event of a conflict between the provisions of this section and, where inserted or incorporated in this contract, an applicable state or federal law, rule, regulation or directive, the conflicting provisions of the latter shall control.

### ARTICLE 14 – NOTICES

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address that appears below, and given personally, by registered or certified mail, return receipt requested, by email with confirmed receipt, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

Notices shall be provided to:

**OWNER:**

Name: Erin Chute

Title: Commissioner of Public Works

Address: Town Hall

333 Washington Street

Brookline, MA 02445

[echute@brooklinema.gov](mailto:echute@brooklinema.gov)

**PROFESSIONAL TECHNICAL CONSULTANT:**

Name:

Title:

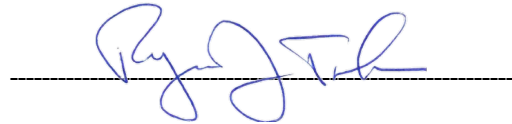
Address:

### ARTICLE 15 – CONTROLLING LAW

This Agreement is to be governed by the law of the Commonwealth of Massachusetts.

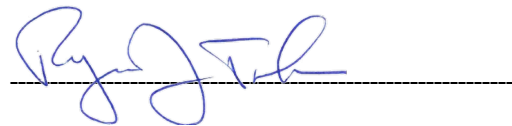
**Certificate of Non-Collusion**

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



**Tax Compliance Certification**

Pursuant to M.G.L. c.62C, Section 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.



**Exhibits**

The following Exhibits are incorporated in and made a part of this Agreement:

**“A” FY24 Transportation & Mobility Improvements, (PROFESSIONAL TECHNICAL CONSULTANT)**

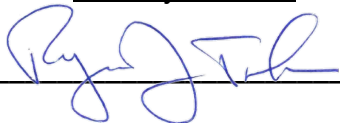
IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first above written:

**APPROVAL OF CONSULTANT**

**Environmental Partners Group, LLC**

TITLE

Date: January 4, 2024



\_\_\_\_\_

**APPROVAL OF OWNER**

**TOWN OF BROOKLINE**

SELECT BOARD

Date: January 4, 2024

\_\_\_\_\_

Chair

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CERTIFICATION OF AVAILABLE FUNDS**

Certification is herewith given that, in accordance with Mass Gen Laws Ch. 44 paragraph 31 C, that an appropriation in the amount of the Contract Sum has been made and is available for compensation to the PROFESSIONAL TECHNICAL CONSULTANT for the work described by the terms of this AGREEMENT.

By: \_\_\_\_\_  
OWNER Comptroller

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

By: \_\_\_\_\_  
OWNER Director of Purchasing

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

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
OWNER Counsel

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

OWNER'S Massachusetts Sales and Use Tax Certificate Exemption Number #046-001-102



TOWN OF BROOKLINE

CONTRACT CODING APPROVAL FORM

DEPARTMENT: DPW/Engineering Division Prepared by: Amy Ingles

Vendor Name: Environmental Partners Vendor # 50959

Contract Name: Transportation & Mobility Improvements Contract # PW/24-16

Purpose of Contract/Description\* Amount of Contract \$273,000

Preparation of bid documents for roadway and sidewalk improvements on six streets.

CODING

Org #	Org Name	Acct #	Acct Name	Amount
4922K058	Street Rehabilitation	6H0026		\$273,000

\*For "K" or "C" accounts, please call it "CIP", precede by your Dept (e.g., 4909K001 would be "DPW CIP")

Department Head *Erin Chute*

Date 01/04/24

**Comptroller and Purchasing Approvals**

Funds Available/Codes Correct

\_\_\_\_\_  
Comptroller

\_\_\_\_\_  
Date Approved by Comptroller

Complies with Appropriate Procurement Law  
MGL ch 149, ch 30 30M, or ch 30B

\_\_\_\_\_  
Purchasing

\_\_\_\_\_  
Date Approved by Purchasing



# TOWN OF BROOKLINE

## *Massachusetts*

INFORMATION TECHNOLOGY DEPARTMENT

11 Pierce Street  
Brookline, MA 02445  
(617)-730-2005  
[www.brooklinema.gov](http://www.brooklinema.gov)

**Feng Yang**  
Chief Information Officer (CIO)

*January 3<sup>rd</sup>, 2024*

From: Feng Yang, Chief Information Officer, Information Technology Department  
To: Select Board  
CC: Chase Carey, Town Administrator  
RE: MA Community Compact Cabinet's (CCC) IT Grant 2024

IT Infrastructure resilience and security is increasingly critical to any organization in the face of evolving cyber threats. We are committed to modernize our data backup and recovery capabilities using the principles of the 3-2-1-1-0 backup best practice strategy, which advocates for redundancy, geographic distance, and immutable data.

This commitment of building modern, resilient and secure IT infrastructure requires funding. We have been actively seeking various federal and state grants. Last year, we applied for the Massachusetts Community Compact Cabinet's (CCC) IT Grant, and have been awarded \$138,852.

We highly recommend the board to accept this grant.

## GRANT AGREEMENT

This Grant Agreement (“Agreement”) is made by and between the Commonwealth of Massachusetts, acting by and through the Department of Revenue Senior Deputy Commissioner for Local Services on behalf of the Secretary of the Executive Office for Administration and Finance (EOAF) and the Town of Brookline [“Grantee”] acting through its Town Administrator.

### PRELIMINARY STATEMENT

The Grantee desires to obtain funding from EOAF in the amount not to exceed \$138,852 authorized by the FY24 Community Compact IT Grant Program [“Program”] to the Town of Brookline for the costs associated with: disaster recovery enhancements [“Project”].

EOAF agrees to make the funds [“EOAF Grant”] available to the Grantee for the Project, subject to the terms and conditions set forth in this Agreement and in compliance with all applicable state laws and regulations governing the disbursement and expenditure of state funds.

The Grantee shall exercise complete management and oversight responsibility of the Project and agrees that the Commonwealth’s provision of state funding under this Agreement shall not in any way be construed as assuming responsibility or liability for the completed Project by the Commonwealth.

### SECTION 1. PROJECT SCOPE

The scope of the Project to be funded under the EOAF Grant to the Town of Brookline for the costs associated with: disaster recovery enhancements. The funds will enable the Town to modernize its data backup and recovery capabilities using the principles of the 3-2-1-1-0 backup strategy.

**\*\*\*All project SCOPEs must provide a deliverable document suitable for public consumption on the Mass.gov website, in addition to other relevant project documentation, that may contain sensitive content.**

### SECTION 2. DISBURSEMENT OF EOAF GRANT

2.1 Disbursement of the EOAF Grant under this Agreement shall be made pursuant to the FY24 Community Compact IT Grant Program; and any other information EOAF may require.

The full amount of the grant award, or \$138,852 will be disbursed to the Grantee within 45 days of execution of the grant contract.

Grantee report must be received by EOAF no later than 18 months from the signing date of the contract.

## 6.I.

2.2 It is understood and agreed that the grant provided under this Agreement shall be used solely to pay for expenses associated with the Project. Expenses relating to project administration and management shall be assumed by the Grantee, including without limitation: (i) salaries and wages of Grantee staff; (ii) legal fees; (iii) travel, meal and entertainment expenses; (iv) overhead and supplies; (v) project costs incurred prior to the execution and subsequent to termination of this Agreement; and (vi) costs of any other service or activity not related to the Project.

2.3 The Grantee shall keep detailed records of all activities associated with the Project, including without limitation all disbursements made pursuant to this Agreement. EOAF shall have the right to examine all records kept by the Grantee related to the Project.

2.4 The Grantee shall be responsible for any cost overruns that occur during implementation of the Project.

2.5 The grant funds must be spent by no later than 18 months from the signing date of the contract. Grantee will forfeit any remaining award unused after no later than 18 months from the signing date of the contract. The Executive Office for Administration and Finance shall give due consideration to any extenuating circumstances presented in writing by the applicant and may waive this restriction at its discretion.

### **SECTION 3. REPORTING**

3.1 Once the Project is completed, the Grantee shall furnish to EOAF, in addition to a report certifying project completion, the following documentation: (i) copies of all permits and approvals issued in connection with the Project, unless this information was previously supplied; (ii) any outstanding vendors' invoices, certified payment vouchers, cancelled checks or other documentation verifying actual expenditures in connection with the Project; (iii) documentation evidencing commitment of funds to the Project from sources other than EOAF, including documentation associated with the issuance of bonds or notes to finance the cost of the Project; (iv) a certificate of occupancy of the Project or portions of the Project as applicable by law; and (v) a statement from the Grantee certifying to the best of his or her knowledge that the Project was undertaken in conformance with all applicable laws, rules and regulations.

### **SECTION 4. COMPLIANCE WITH ALL APPLICABLE LAWS/REGULATIONS**

4.1 The Grantee and its consultants and contractors shall comply with any and all federal, state and local laws, rules and regulations, orders or requirements that apply to the Project, including but not limited to: (i) Executive Order 478 relating to nondiscrimination, diversity, equal opportunity and affirmative action in hiring and employment practices; (ii) the State Prevailing Wage Law (MGL. Ch.149, Sections 26 to 27H); Title VI of the Civil Rights Acts of 1964, as amended; (iii) Environmental Impact Requirements (MGL. Ch.30, Sections 61 to 62I); and (iv) Historic Preservation Requirements (MGL. Ch.9, Sections 26 to 28) and applicable regulations.

4.2 This Agreement shall in no way relieve the Grantee from the full force and application of any laws, rules, regulations and orders or requirements.

### **SECTION 5. INTEREST OF MEMBERS OR EMPLOYEES OF THE GRANTEE**

## 6.I.

5.1 No officer, servant, agent, or employee of the Grantee has participated or will participate in any decision relating to the development and implementation of the Project that affects directly or indirectly his/her personal interest or the interest of any corporation, partnership or proprietorship with which her/she is directly or indirectly affiliated. Furthermore, no officer, servant, agent or employee of the Grantee shall have any interest directly or indirectly in any contract in connection with the Project or shall in any way violate M.G.L. Chapter 268A.

### **SECTION 6. AMENDMENTS**

6.1 No amendment to this Agreement or any significant modification of the scope of the Project funded under this Agreement shall be made by the Grantee without the prior written approval of EOAF.

### **SECTION 7. SEVERABILITY OF PROVISIONS**

7.1 If any provision of this Agreement is held invalid by any court of competent jurisdiction, the remaining provisions shall not be affected thereby, and all other parts of the Agreement shall remain in full force and effect.

#####

8.A.



**BROOKLINE POLICE DEPARTMENT**  
*Brookline, Massachusetts*

JENNIFER PASTER  
CHIEF OF POLICE

To: Mr. Charles Carey, Town Administrator  
From: Jennifer M. Paster - Chief of Police  
Subject: New Officer Appointment Request  
Date: December 18, 2023

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Mr. Carey:

I am respectfully requesting that the following student officer be appointed as a probationary police officer, effective upon approval of the Selectboard. This student officer will graduate from the Lynnfield Police Academy, Municipal Police Training Council (MPTC) Recruit Officer Course on January 4, 2024. He is certified by the Peace Officer Standards and Training Commission (POST).

About the candidate: Mr. Robert Pierce is 24 years old and currently resides in Boston, Massachusetts. He was raised in Rhode Island and graduated from North Kingston High School (2016). He served in the U.S. Marines from 2017 -2021. His service time included multiple deployments and he was awarded numerous commendations. He is currently a member of the Army National Guard.

Officer Pierce will be assigned to the Brookline Police Training Division immediately after graduation to familiarize himself with our organization's policies and procedures, and its rules and regulations. The probationary period is for twelve months following this appointment.

I thank you for your attention to this matter.

Jennifer M. Paster

Jennifer M. Paster

A handwritten signature in black ink that reads "Jennifer M. Paster".

Chief of Police



## 9.A.

**Memo to:** Brookline Select Board

**Copy to:** Roger Blood, Chair, Housing Advisory Board  
Kara Brewton, Director of Planning & Community Development

**From:** Jonathan Klein, Chair, Affordable Housing Overlay District Study Subcommittee

**Subject:** Request to Allocate \$50,000 from Affordable Housing Trust

**Date:** January 2, 2024

We respectfully request approval of the following motion at your next Select Board meeting:

MOTION: That the Select Board approves the recommendation of the Housing Advisory Board to allocate \$50,000 from Affordable Housing Trust to be used by the Department of Planning & Community Department, in coordination with the Housing Advisory Board's Affordable Housing Overlay District Subcommittee, to engage a consultant to conduct feasibility analysis and make general zoning recommendations to incentivize the construction of 100% affordable unit projects in Brookline.

The Housing Advisory Board's Affordable Housing Overlay District Study Subcommittee (the "[AHOD Committee](#)") was created following the Fall 2022 Town Meeting Resolution Warrant Article 41 to further study the feasibility of an Affordable Housing Overlay District. The AHOD Committee has now been meeting monthly since April 2023, including background presentations and learning on various topics: Brookline Zoning 101 (presented by Jonathan Klein and Steve Heikin), Cambridge's Affordable Housing Overlay District (presented by Rebecca Schofield from A Better Cambridge), and various updates on the MBTA Communities Act proposals.

Background materials and slide decks from these presentations, as well as the AHOD Committee's membership and agendas/minutes of all meetings, can be found here in the [AHOD Committee Rolling Meeting Agendas and Minutes](#).

The AHOD Committee decided that it needed additional financial expertise to advance its work, and, after conversations with both Roger Blood and Kara Brewton, decided to approach the Housing Advisory Board (HAB) for an allocation of funds from the Affordable Housing Trust to hire a consultant for this work. The HAB recommended a \$50,000 allocation at its October 4, 2023 meeting by a unanimous vote, with Bernard Greene abstaining as he does on all HAB matters which will come before the Select Board.

We plan on using the consultant to help answer the following question: assuming current affordable housing production costs and land values, what new zoning incentives would be necessary to make 100% affordable housing developments (as described in WA 41) feasible in Brookline?

## 9.A.

Below is a draft Scope of Work for your reference. I look forward to answering any questions you may have at the Select Board meeting.

### **DRAFT SCOPE OF WORK**

#### **Task 1: Review background materials**

- Warrant Article 41
- Brookline Zoning By-Law, including any amendments not yet approved by the Attorney General
- Draft 2023 [Housing Production Plan](#), including [Location Based Tests](#)
- Online materials and staff interviews related to the experience with implementation of AHODs in Cambridge and Somerville

#### **Task 2: Refine Work Plan**

The Consultant will work with the AHOD Study Committee, under direction from the Department of Planning & Community Development (DPCD), to develop a work plan for assessing and testing what zoning changes would be necessary to incentivize 100% affordable housing developments in Brookline. The work plan will include specific tasks and timelines, including but not limited to, reviewing zoning in specific areas (e.g., several Multifamily districts, the Harvard Street Corridor, location-based tests identified in the Housing Production Plan); affordable development scenario testing; periodic meetings with the AHOD Committee and DPCD staff; and completion of a final report with general zoning recommendations.

#### **Task 3: Scenario Testing**

Based on the refined work plan, the Consultant will perform economic and feasibility analysis for select zoning districts to determine what specific changes to the current Zoning Code (including, without limitation, increases in allowed height and Floor Area Ratio) would be required to incentivize 100% affordable housing developments in Brookline (including both rental and home-ownership). The analysis should include consideration of the different income tiers set forth in Warrant Article 41: up to 30% AMI (very low-income), up to 60% AMI (low-income), up to 80% AMI (moderate-income), and up to 120% AMI (middle-income). That analysis will be used to test ideas, alternative scenarios, implications, and trade-offs for incentivizing 100% affordable developments.

#### **Task 4: Develop Specific Recommendations**

In consultation with the AHOD Committee and DPCD staff, the consultant will develop recommendations on (i) whether an AHOD is feasible in Brookline within the framework of Warrant Article 41; (ii) if it is determined to not be feasible, what change or changes would be necessary to that framework to allow a feasible AHOD to be created, including the possibility of less than 100% affordability; and (iii) in either case, specific recommendations on what changes would be needed in zoning for a feasible AHOD (which could be Town wide, as it is in Cambridge, or limited to one or more separate existing zoning districts, as was done in Somerville).

#### **Task 5: Draft and Deliver Final Report**

After consultation regarding the recommendations with the AHOD Committee and the DPCD



## 9.A.

staff, the Consultant will draft a final report for the AHOD Committee's review, which will then be submitted to DPCD, HAB, Select Board, and Town Meeting.

### Application Form

#### Profile

Mark \_\_\_\_\_ J \_\_\_\_\_ Barer \_\_\_\_\_  
First Name Middle Initial Last Name

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Home Address

\_\_\_\_\_ State \_\_\_\_\_ Postal Code \_\_\_\_\_  
City State Postal Code

#### What Precinct do you live in? \*

Precinct 6

\_\_\_\_\_  
Primary Phone

#### Which Boards would you like to apply for?

Economic Development Advisory Board: Submitted

#### Interests & Experiences

##### What type of experience can you offer this Board/Commission?

Urban Planning Economic Development Commerical Real Estate Architecture

##### What type of issue would you like to see this Board/Commission address?

responsible pragmatic development of Harvard corriorod

##### Are you involved in any other Town activities?

Was on small business advisory board

##### Do you have time constraints that would limit your ability to attend one to two meetings a month?

no

[Barer\\_Resume-2024.doc](#)

Upload a Resume

#### Demographics

**Ethnicity**

---

Caucasian/Non-Hispanic

**Gender**

---

Male

03/27/1967

---

Date of Birth



Brookline, MA

## Economic Development Advisory Board

### Board Roster



**Zeina Talje**

**1st Term** Aug 09, 2022 - Aug 11, 2024

**Appointing Authority** Select Board

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**Carol Levin**

**2nd Term** Sep 01, 2021 - Sep 01, 2024

**Appointing Authority** Select Board

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**Alden Raine**

**2nd Term** Sep 01, 2021 - Sep 01, 2024

**Appointing Authority** Select Board

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**Anne Meyers**

**2nd Term** Sep 01, 2021 - Sep 01, 2024

**Appointing Authority** Select Board

**Position** Co-Chair

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**Tom Nally**

**2nd Term** Aug 31, 2022 - Aug 30, 2025

**Appointing Authority** Select Board

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**Ken Lewis**

**2nd Term** Aug 31, 2022 - Sep 01, 2025

**Appointing Authority** Select Board

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**Alan Christ**

**2nd Term** Jan 17, 2022 - Sep 01, 2025

**Appointing Authority** Select Board



**Marilyn Newman**

**2nd Term** Aug 31, 2022 - Sep 01, 2025

**Appointing Authority** Select Board

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**Derrick Choi**

**2nd Term** Sep 01, 2023 - Aug 31, 2026

**Appointing Authority** Select Board

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**Sandi Silk**

**2nd Term** Sep 01, 2023 - Aug 31, 2026

**Appointing Authority** Select Board

---



**Meredith Mooney**

**1st Term** N/A - N/A

**Appointing Authority** Select Board

**Category** Staff

---



**Vacancy**

**Appointing Authority** Select Board

**Position** Co-Chair

---



**Vacancy**

**Appointing Authority** Select Board



# Town of Brookline

## Massachusetts

### DePhasement of Planning and Community Development

Town Hall, 3<sup>rd</sup> Floor  
333 Washington Street  
Brookline, MA 02445-6899  
(617) 730-2130

**Kara Brewton**  
Director

TO: Select Board

CC: Chas Carey, Town Administrator; Kara Brewton,  
Director of Planning and Community Development

FROM: Victor Panak, ED/LT Planner; Will Dorfman,  
ED/LT Planner; Meredith Mooney, ED/LT Director

DATE: November 15, 2023

**RE: Linkage Fee Nexus Study Phase 1 findings, and recommendation to proceed with Phase 2**

### Overview

This memo provides background on the ongoing Linkage Fee Nexus Study, summarizes the findings from Phase 1 of the Study, and provides comments and thoughts to inform the Select Board's decision on whether to proceed with Phase 2. Following the Housing Advisory Board's December 6, 2023 vote to approve advancing to Phase 2, the Select Board needs to determine whether to proceed with the next phase of this study.

### Linkage Fee and Nexus Study Recap

A linkage fee is a fee levied by a municipality on non-residential development set at a rate measured per square foot of gross floor area. The fee is deposited into a housing trust fund and then used to support the development of affordable housing. Linkage fees are legally justified in Massachusetts if they are supported by a nexus study and adopted pursuant to a home rule petition. Linkage fee nexus studies examine, and respond to, the two key legal tests required for the adoption of a linkage fee program:

1. From *Nollan v. California Coastal Commission*: a municipality must prove a "rational nexus" between the adverse effects of a proposed development and the proposed exaction.
2. From *Dolan v. Tigard*: a municipality must demonstrate that the proposed exaction is "roughly proportional" to the adverse impacts.

A nexus study accomplishes this through three fundamental steps:

1. A projection of the level of future development, uses, and employment impacts.
2. A projection of the housing demand for affordable housing, by tenure and income level, generated from the new development projected in step 1.
3. Calculation of a warranted linkage fee and associated policy options and an analysis of the impact of various linkage fee options on future development.

To adopt a linkage fee program, the Town must therefore conduct an empirical nexus study, followed by a home rule petition, followed by final adoption of a linkage fee by-law by Town Meeting. The entire process takes approximately 2-3 years.

## Progress To-Date

On June 27, 2023, the Select Board moved to approve a contract with Karl Seidman Consulting Services in the amount of \$64,150 to conduct a Linkage Nexus Study. Prior to that decision, the Housing Advisory Board had likewise agreed to conduct the Study and fund it using funds from the Affordable Housing Trust. Both the Housing Advisory Board and the Select Board agreed to the contract on the condition that the contract be divided into two Phases and that both boards would need to affirmatively agree to proceeding with the second Phase of the contract. The contract is bifurcated as follows:

- Phase 1 involves two tasks: (1) a projection of the level of future non-residential development, uses, and employment impacts, and (2) a projection of housing demand generated by that non-residential development, by tenure and income level. (\$24,650)
- Phase 2 involves the remainder of a typical nexus study – calculation of a warranted linkage fee, analysis of the impacts of the linkage fee on development, and a proposal for different policy options and draft recommendations. (\$39,500)

More information on the contract and the structure of the study can be found in the first attachment of this memo.

Following the Select Board’s approval of the contract on June 27, 2023, the staff-led Linkage Fee Working Group met with the consultant on July 13, 2023 to discuss and refine the scope/schedule of the Study and the informational needs of the consultant. The Working Group then met on September 6, 2023 to review the consultant’s findings for Task 1 of Phase 1. The Working Group met again on November 7, 2023 to review the findings for Task 2 of Phase 1. A summary of the findings of both meetings is provided below.

## Phase 1 Findings

Phase 1 was composed of two tasks: (1) a projection of potential commercial development in Brookline over the next 10 years, and (2) a projection of the affordable housing demand that would be generated by that commercial development. The consultant presented their findings on these two tasks at two Linkage Fee Working Group meetings and the consultant’s slides summarizing those findings are provided as attachments to this memo. The slides also briefly discuss the methodology used by the consultant to gather the data. Below are the recordings of the meetings where those findings were presented and discussed by the working group.

- *September 6: Projected Commercial Development Findings Meeting:*  
<https://brooklinema.zoomgov.com/rec/share/Cc3ygRrpboV2afKDQdIi5ULCN3r1E364vh7HWhMgPcZnwSWxh2JJZW7Dn9sMiMyD.t22vpSsE7OXZPr5D>

### Highlights:

- The consultant’s list of previous non-residential developments does not include developments with less than 20,000sf of commercial space.
- The consultant identified approximately 570,000sf of non-residential development over the *last* 10 years, with hotels representing 68.6% of that square footage.
- Based on 15 interviews with property owners, developers, local real estate attorneys, brokers, etc., the consultant projected new non-residential development for the Town over the next 10 years of approximately 1,000,000 square feet. Much of that is from the Chestnut

# 11.A.

Hill Office Park (450,000sf), and other significant contributions come from the Waldo-Durgin project in Coolidge Corner and two developments from Boston University.

- The projected non-residential development will yield approximately 1,500 new jobs.
- The interviews also discussed the development environment in Brookline. Difficulty with zoning, long and costly permitting processes, neighborhood and individual opposition were all mentioned as obstacles to significant non-residential development. On the positive side, Brookline presents good opportunities due to the proximity of public transit and a few key sites offer Phaseicularly good opportunities for residential and commercial development.
- *November 7: Projected Affordable Housing Demand Findings Meeting:*  
[https://brooklinema.zoomgov.com/rec/share/yYME87gJ5b2AHsJUM4JdIRC96NERoUshINI9wmDupZEqZ1et7HL\\_nQ8Zpn27h8nA.nmIjuBuxpCZRHuIT](https://brooklinema.zoomgov.com/rec/share/yYME87gJ5b2AHsJUM4JdIRC96NERoUshINI9wmDupZEqZ1et7HL_nQ8Zpn27h8nA.nmIjuBuxpCZRHuIT)

## Highlights:

- Using the 10-year projections of new commercial development by use and industry and an employee survey of 267 Brookline-based employees, the consultant estimated that 367 new jobs in Brookline could be expected to demand housing in Town.
- The projected new jobs demanding housing in Brookline (367) are predicted to be primarily in the Management, Life, Physical, and Social Sciences, Food Preparation and Serving, and Office and Administrative industries.
- Of those 367 jobs demanding housing, only 182 would qualify as affordable housing. Of those 182 jobs, 51 would be in the Retail, Restaurant, Personal Services, Daycare, and Fitness industries, which tend to be smaller businesses that the Town might want to avoid burdening with a linkage fee.

## Expectations for Phase 2 and Recommendation

The main objective of Phase 2 is to provide the analysis and spectrum of options necessary for the Town to make an informed decision about how to craft an effective commercial linkage fee. To that end, Phase 2 would include a calculation of a warranted linkage fee, analysis of the impacts of the linkage fee on non-residential development, and a proposal for different policy options and draft recommendations. Discussions of the Linkage Fee Working Group that took place during Phase 1 revealed a number of specific questions that the Town can expect will be answered or discussed in Phase 2:

- How would different linkage fee rates affect the development climate in Brookline, especially as it relates to the Town's competitive advantage against surrounding peer communities and the decision of developers to locate in Brookline vs. other communities?
- What strategies can the Town use to insulate more vulnerable non-residential uses from the effects of a commercial linkage fee?
- What options can the Town consider when applying a linkage fee to mixed-use projects or non-profit institutional developments?
- What are the expected additional administrative costs of a linkage fee program?



## 11.A.

The Linkage Fee Working Group briefly discussed the question of whether to proceed with Phase 2 at their meeting on November 7<sup>th</sup>. Members of the Working Group were also asked to send their thoughts on the question to Economic Development staff.

**The Economic Development and Long-Term Planning Division recommends that the Town proceed with Phase 2 of the Linkage Nexus Study.** Working Group members and Planning staff remain uncertain about whether a commercial linkage fee should ultimately be adopted. However, completing the Study will help resolve any uncertainties on the questions of adoption, provide the framework to make an informed decision, and put the Town in a position to be able to quickly adopt a linkage fee should it choose to do so in response to future market conditions.

- Phase 2 would not only help the Town decide whether to adopt a linkage fee but *how* to adopt a linkage fee and provide a spectrum of options for crafting an effective and realistic program. As part of investigating and discussing those options, many of the concerns related to a linkage fee could be fully addressed.
- Phase 1 of the Linkage Nexus Study provides a valuable estimate of potential non-residential development over the next 10 years. However, it is likely that much of that projected development will be permitted prior to the implementation of a linkage fee. The analysis in Phase 2 should therefore be broad and flexible enough to allow tailoring the size and design of linkage fees, if and when adopted, to a range of future development projects and economic conditions in Brookline.
- With the option for public comments later in Phase 2, the Working Group may hear from stakeholders about how a linkage fee program will affect prospects for new development and the dynamics of Town-developer negotiations.
- Adopting a linkage fee is a time-consuming process. The nexus study takes 6-8 months and the passage of a home rule petition can take more than a year. If the Town anticipates adopting a linkage fee within the next 5-10 years (or earlier), then proceeding with Phase 2 and the home rule petition will put the Town in a position to quickly adopt a linkage fee when the need arises.

### Conclusion and Motion

The Economic Development and Long-Term Planning Division, with the support of the Linkage Fee Working Group, requests that the Select Board move approval to proceed with Phase 2 of the Linkage Nexus Study. Suggested motion language is provided below.

***Draft motion: The Select Board approves of the Town proceeding with Phase 2 of the Linkage Nexus Study, to be conducted by the Economic Development and Long-Term Planning Division, with the help of the Linkage Fee Working Group and Karl F. Seidman Consulting Services.***

### Attachments:

- *Presentation from Karl Seidman Consulting Services on Phase 1, Task 1: Commercial Development Projections, 9-6-23*
- *Presentation from Karl Seidman Consulting Services on Phase 1, Task 2: Affordable Housing Demand Estimate, 11-7-23*
- *Linkage Fee Nexus Study Agreement and Contract, 7-11-23*

# Brookline Linkage Nexus Study

Development and Employment Projection

Working Group Meeting

September 6, 2023

# Agenda

- Market conditions and Brookline past non-residential development
- Interview summary
- Development projection and estimated employment impacts
- Income levels for affordable housing demand estimate

## Methodology for Development & Employment Projection

- Review of Town plans and reports
- Review reports and data on Boston region real estate market conditions
- Review Costar data on Brookline office market inventory and absorption
- Analysis of Brookline development projects  $\geq 20,000$  SF, 2013-2023
- 15 interviews with property owners, developers, commercial brokers and consultants
- Use and business tenancy assumptions reflect development plans and broker information on current market demand
- SF per employee assumptions draws on multiple sources
  - Cambridge data from transportation management surveys
  - BPDA standards from secondary data and research
  - Interviews with developers and brokers

## Boston Metro Office Market Conditions

- Declining demand for office space resulting in historic levels of available space and negative absorption
  - 36 million SF available (19.7%) as June 2023 – a record
  - Negative absorption of 4.3 million SF during first 2 quarters of 2023
  - Follows negative absorption of 2.5 million SF for 2022
- Suburbs have a slightly lower availability than Boston but still at 20%
- Inner suburban area had 13% availability rate (675,000 SF) in 2 quarter and -7,200 net absorption of space year to date
- 128/Mass Pike market is faring worse with 20% availability and -1.1 million in net absorption year to date`

## Costar Data on Brookline Office Buildings

- 60 buildings with 772,589 SF of space
- No additions to inventory in last 20 years
- Low availability of 4.9% (37,760 SF) as of second quarter, 2023
  - Decline from peak of 6.1% in 2020
- Modest positive net absorption of 7,900 SF in 2022 and 8,600 year to date in 2023
- Average rents range from \$25 to \$32/SF over past five years

## Boston Metro Lab Market Conditions

- Demand has slowed from pandemic peak but net absorption is still positive
- Available space is growing as new space is outpacing demand and more space is being offered for sublease
  - 1.8 million SF of new space vs. 1.1 million in net absorption for 2023, Q1
  - Available space rose from 2.6% to 8.6% in the first quarter of 2023
- Inner suburban area had 22.5% availability rate (700,000 SF) in 1<sup>st</sup> quarter with only 74,000 net absorption for the quarter
- 128/Mass Pike market area is faring better with 9.30% availability but -67,000 net absorption in the first quarter of 2023
- Large regional project pipeline with 17 million SF in active development

## Brookline New Non-residential Development, 2013-2023

Address	Project SF	Description
700 Brookline Avenue	103,125	New 174 room hotel, parking & restaurant
1100 Boylston Street	123,990	New 130 room Homewood suites hotel
30 Webster Street	73,207	Renovation/reuse for 124 room hotel
399 Chestnut Hill Avenue	91,065	New hotel and retail building
1285 Beacon Street	22,507	MGH/Brigham Urgent Care Clinic*
1010 Commonwealth Avenue	20,000	Boston University building renovation
1 Brookline Place	47,000	Building addition for Children's Hospital
308 Boylston Street	64,000	Audi Dealership
191 Clyde Street	25,518	New fitness building at the Country Club
Total	570,412	

Based on building permit data and project descriptions

\* May have occurred in two phases



## New Non-residential Development, 2013-2023 by Use

Use	SF Amount	SF Percent
Hotel	391,386	68.6%
Medical Offices	69,507	12.2%
University	20,000	3.5%
Auto dealership	64,000	11.2%
Health Club	25,518	4.5%
Total	570,412	100.0%

## Interview/Research Summary – Development Environment

- Brookline presents a very difficult environment for development
  - Zoning is not aligned with feasible scale and uses
  - Long, costly and unpredictable process for rezoning & approvals
  - Cost of negotiated developer commitments
  - Neighborhood and individual opposition can derail projects
  - Lack of public safety & health framework impairs life science development
- Constraints and costs for potential redevelopment and sites
  - Site size, redevelopment costs, need for site assembly
- Location and public transit access are key advantages for Brookline
- Current market conditions favor residential development

## Interview/Research Summary – Development Opportunities

- Strongest demand for medical offices & retail (restaurants & services)
- Mixed views on potential for more hotels & lab development in Brookline
- Chestnut Hill Office Park & /Route 9 west seen as best option for larger scale development
  - Identified as key life science development opportunity in EDAB report
  - New owners of office park site envision residential & lab development with some retail
  - The Growth Companies has plans for redevelopment with medical offices & retail
- Based on developer and informant interviews, other sites are seen as not feasible or better suited for residential
  - Cypress St./Route 9 site too small with narrow depth
  - TJ Maxx & Stop and Shop sites face ownership barriers and more suited for residential
  - River Road/Brookline Ave- developers assembling sites are interested in residential
  - Cost to acquire, demolish & redevelop 10 Brookline Place likely prohibitive

## Potential New Development by Site and Use

Site	Use	Estimated SF	Status
Waldo-Durgin Project	Hotel	147,000	Going through permitting
Chestnut Hill Office Park	Lab/Retail	~450,000	Early planning; requires rezoning; assume 50% of new space with 4.0 FAR
Herb Chambers Porsche Dealership	Retail Auto Dealer	62,000*	Going through permitting for a Major Impact Project Special Permit
Fred Margolis sites in Chestnut Hill	Medical Office/Retail	85,000	Early planning; likely requires ~ 4.5 FAR
834-836 Commonwealth Avenue	Boston University School of Communications	162,000	Master Planning- 5 year occupancy goal
776 Commonwealth Avenue	Boston University Academic Building	120,000	Master Planning- 6-10 year occupancy goal
Total		1,033,380	

11

\* Estimated Brookline share

## Estimated New Jobs by Use for Projected Development

Project	Use	Estimated SF	Occupied SF*	SF/Employee	New Jobs
Waldo-Durgin Project	Hotel	147,000	147,000	3,000	49
Chestnut Hill Office Park	Lab (92%)	420,790	378,711	450	842
Chestnut Hill Office Park	Restaurants/Food Service (5%)	22,869	20,582	150	137
Chestnut Hill Office Park	Other retail/services (3%)	13,721	12,349	500	25
Porsche Dealership <sup>1</sup>	Retail Auto Dealer	47,538	47,538	500	95
Fred Margolis/Chestnut Hill	Medical Office	60,000	54,000	300	180
Fred Margolis/Chestnut Hill	Restaurant (50% of retail)	12,500	11,250	150	75
Fred Margolis/Chestnut Hill	Retail /Services (50% of retail)	12,500	11,250	500	23
BU School of Communications <sup>2</sup>	University	162,000	162,000	NA	49
BU Academic Building <sup>3</sup>	University	120,000	120,000	NA	36
<b>Total</b>		<b>1,018,918</b>	<b>964,680</b>		<b>1,511</b>

\*Assumes 10% vacancy for lab, medical office, restaurant and retail space

<sup>1</sup> Increase in SF from current dealership used for employment impact

<sup>2</sup> Based on BU estimate of employee growth for SoC by 2033

<sup>3</sup> Prorated by space based on SoC estimate

## Estimated Industry/Business Type for Retail/Service Space

<b>Business Type</b>	<b>SF</b>	<b>%</b>
Fitness center	5,000	21.2%
Bank branch	2,000	8.5%
Pet care	2,000	8.5%
Hair, Nail, Skin Care	2,000	8.5%
Childcare	5,000	21.2%
Sporting Goods, Hobby, & Misc.	7,600	32.2%
<b>Total</b>	<b>23,600</b>	<b>100.0%</b>

## Potential Affordable Housing Income Levels for Linkage

- Very low-income: 30% of Area Median Income (AMI)
- Low-income: 50% of AMI
- Moderate Income: 80% of AMI
- Middle income: 100% of AMI
- Inclusionary zoning uses 50%, 80% and 100% of AMI

## Appendix: Plans and Reports Reviewed

- Brookline Comprehensive Plan, 2005-2015
- Vibrancy Study: Life, Activity, and Energy in Brookline's Commercial Areas, 2014
- Bringing Back Boylston: A Vision and Action Plan for Route 9 East, 2015
- Perspectives and Opportunities for Brookline's Commercial Areas, 2018
- Major Parcel Study, 2018
- Rapid Recovery Plan, Coolidge Corner and JFK Crossing, 2021
- Economic Development Advisory Board, Laboratory and Bio/Life Sciences Subcommittee Report, 2021
- Colliers Office Market Viewpoint, 2023, Quarter 2
- Colliers Lab Market Viewpoint, 2023, Quarter 1
- CBRE, Boston Metro Lab Report, 2023, Quarter 2



# Brookline Linkage Nexus Study

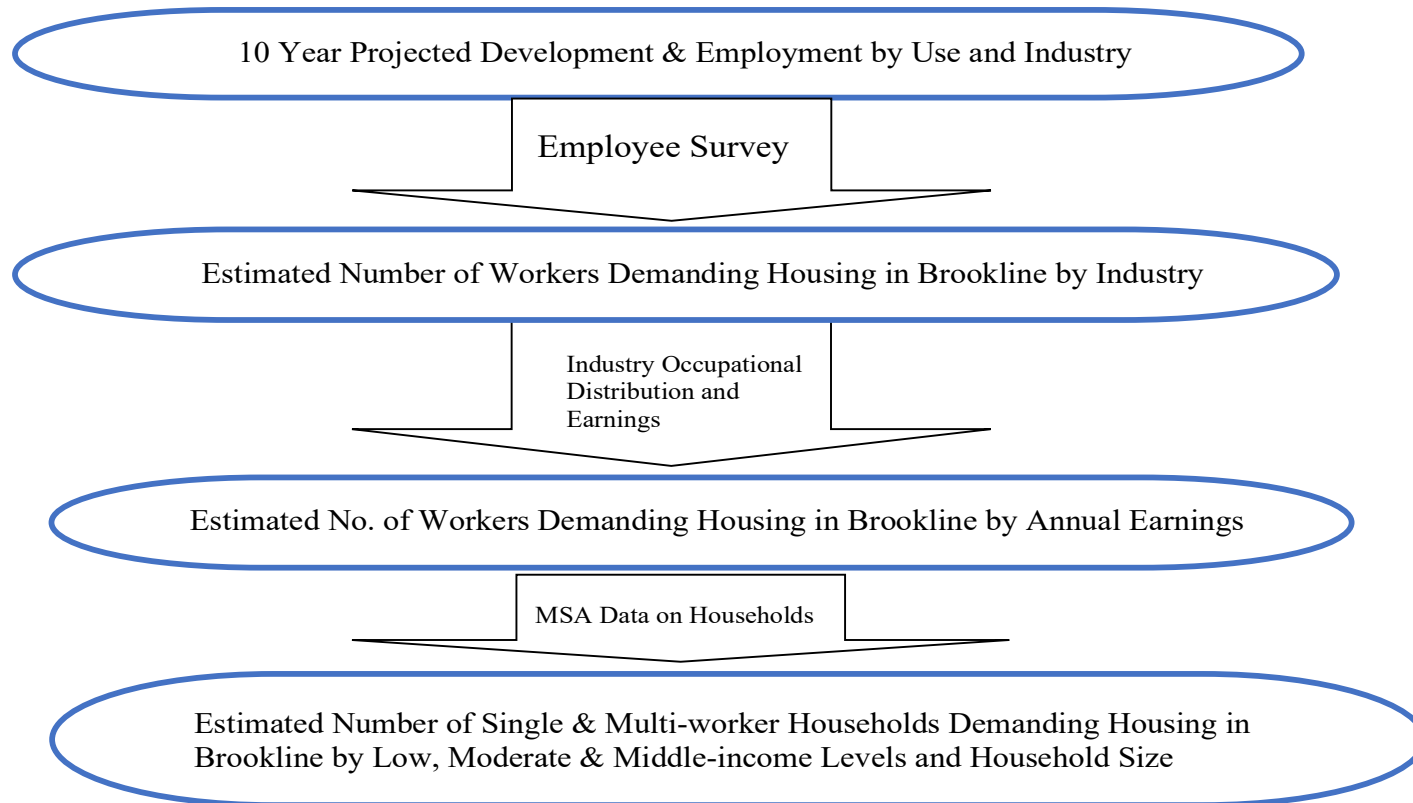
Affordable Housing Demand Estimate  
Working Group Meeting

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# Agenda

- Methodology for affordable housing demand
- Employee survey results
- Affordable housing demand estimates

# Methodology for Affordable Housing Demand Estimate



## Estimated New Jobs by Use for Projected Development

Project	Use	Estimated SF	Occupied SF*	SF/Employee	New Jobs
Waldo-Durgin Project	Hotel	147,000	147,000	3,000	49
Chestnut Hill Office Park	Lab (92%)	420,790	378,711	450	842
Chestnut Hill Office Park	Restaurants/Food Service (5%)	22,869	20,582	150	137
Chestnut Hill Office Park	Other retail/services (3%)	13,721	12,349	500	25
Porsche Dealership <sup>1</sup>	Retail Auto Dealer	47,538	47,538	500	95
Growth Companies/Chestnut Hill	Medical Office	60,000	54,000	300	180
Growth Companies/Chestnut Hill	Restaurant (50% of retail)	12,500	11,250	150	75
Growth Companies/Chestnut Hill	Retail /Services (50% of retail)	12,500	11,250	500	23
BU School of Communications <sup>2</sup>	University	162,000	162,000	NA	49
BU Academic Building <sup>3</sup>	University	120,000	120,000	NA	36
<b>Total</b>		<b>1,018,918</b>	<b>964,680</b>		<b>1,511</b>

\*Assumes 10% vacancy for lab, medical office, restaurant and retail space

<sup>1</sup> Increase in SF from current dealership used for employment impact

<sup>2</sup> Based on BU estimate of employee growth for SoC by 2033

<sup>3</sup> Prorated by space based on SoC estimate

## Affordable Housing Household Income Levels

Income Level	Description	1 person	2 person	3 person	4 person
Low-Income	50 % of AMI or less	\$51,950	\$59,400	\$66,800	\$74,200
Moderate-Income	50% to 80% of AMI	\$82,950	\$94,800	\$106,650	\$118,450
Middle-Income	80% to 100% of AMI	\$103,900	\$118,800	\$133,600	\$148,400

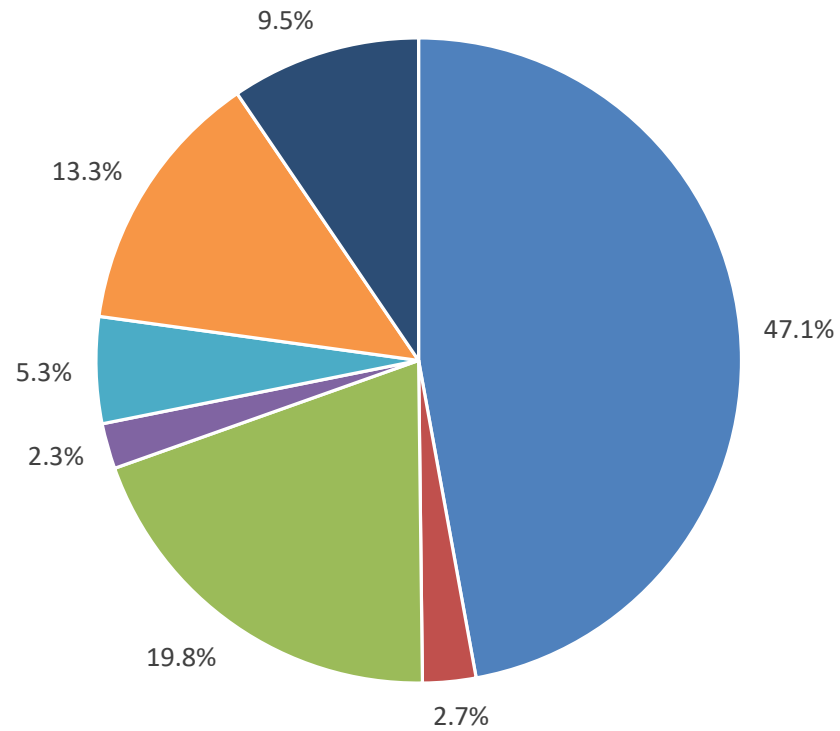
AMI is Area Median Income

Source: U.S. Department of Housing and Urban Development AMI Guidelines Boston-Cambridge-Quincy MA-NH Hud Metro Fair Market Rent (FMR) Area

## Employee Survey Results

- 273 responses; 267 employed in Brookline
- 4.5% moved to Brookline as a result of obtaining their job in Brookline or its relocation to Brookline
- 19.8% sought housing as a result of being employed in Brookline but did not move due to high cost of housing
- Sum of two (24.3%) used to estimate percent of employees at jobs from new development that would demand housing in Brookline
  - **367 of 1,511 new jobs expected to demand housing in Brookline**

# Survey Responses by Industry



■ Education ■ Financial Services ■ Health Care ■ Professional or Business Services ■ Restaurant, Hotel or Other Hospitality ■ Retail ■ Other

## Occupation & Earnings Distribution for Projected Jobs

Occupations by Major Group	Southwest WDA Median Wage July 2023	Jobs in New Development	Number Demanding Housing in Brookline
Management	\$140,713	292	71
Business & Finance Operations	\$92,001	91	22
Computer & Mathematics	\$128,679	115	28
Architecture & Engineering	\$103,466	62	15
Life, Physical & Social Science	\$105,326	226	55
Community Service	\$58,157	16	4
Legal	\$126,281	12	3
Education, Training & Library	\$65,647	37	9
Art, Design, Media	\$76,749	12	3
Health Care Practitioner & Technical	\$87,507	86	21
Health Care Support	\$39,286	45	11
Protective Services	\$51,409	0	0
Food Preparation & Serving	\$35,950	210	51
Buildings & Grounds	\$44,085	25	6
Personal Care	\$40,263	12	3
Sales & Related	\$40,263	58	14
Office & Administrative	\$51,339	132	32
Farming & Fishing	\$40,497	0	0
Construction & Extraction	\$77,506	0	0
Installation, Maintenance & Repair	\$63,553	33	8
Production	\$48,471	29	7
Transportation & Material Moving	\$42,267	16	4
Total		1,509	367

Source: US Bureau of Labor Statistics, Occupational Employment and Wage Statistics, Brookline Employee Survey & Karl F. Seidman Consulting Services



## Estimated Housing Demand by 2 Industry Grouping:

Bio/Physical R & D, Ambulatory Health Care, Colleges & Universities,  
Auto Dealer, Banks and Hotels

Income Level	1 person HHD	2 Person HHD	3 Person HHD	4 or More HHD	Total by Income
Low Income	21	10	5	5	41
Moderate Income	6	9	8	13	36
Middle Income	16	23	7	8	54
Total by HHD Size	43	42	20	26	131

Retail, Restaurant, Personal Services, Daycare and Fitness

Income Level	1 person HHD	2 Person HHD	3 Person HHD	4 or More HHD	Total by Income
Low Income	15	8	3	3	29
Moderate Income	0	0	4	6	10
Middle Income	0	12	0	0	12
Total by HHD Size	15	20	7	9	51

## Estimated Housing Demand by Income and Household Size. All Industries

Income Level	1 person HHD	2 Person HHD	3 Person HHD	4 or More HHD	Total by Income	Percent by Income
Low Income	36	18	8	8	70	38.5%
Moderate Income	6	9	12	19	46	25.3%
Middle Income	16	35	7	8	66	36.3%
Total by HHD Size	58	62	27	35	182	100.0%

## Appendix: Additional Data Use in Analysis

### Households by Size, Boston-Cambridge-Newton Metro Area, 2021

Household Size	Percent of Total
1 person	27.6%
2 person	33.1%
3 person	16.6%
4 or more	22.7%
Total	100.0%

### Households by Size and Number of Workers, Boston-Cambridge-Newton Metro, 2021

Household Size	1 Worker	2 Workers	3 Workers
1 person	100.0%	0.0%	0.0%
2 person	40.3%	59.7%	0.0%
3 person	30.6%	48.0%	21.4%
4 or more	23.6%	47.8%	28.6%

Source: 2021 American Community Survey, 5-Year Sample

**AGREEMENT FOR PLANNING SERVICES**

Between

**TOWN OF BROOKLINE, MASSACHUSETTS**  
**333 Washington Street**  
**Brookline, Massachusetts 02445**

and

**Karl F. Seidman Consulting Services**

for

**Linkage Nexus Study**

THIS **AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, between the **Town of Brookline**, hereinafter called the "CLIENT", and **Karl F. Seidman Consulting Services** hereinafter called the "CONSULTANT".

WITNESSETH for the considerations hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1 - ENGAGEMENT OF CONSULTANT

- 1.1 CLIENT hereby engages the CONSULTANT and the CONSULTANT hereby accepts the engagement to provide Planning Services.

ARTICLE 2 - SERVICES OF THE CONSULTANT

- 2.1 CONSULTANT will perform professional consulting services for the PROJECT, as more completely described in Attachment A - Request for Proposals for a Linkage Nexus Study Consultant and Attachment B - Technical Proposal for Consulting Services, and as modified by Attachment C – Award of RFP # P-23-13 Letter and Agreement.
- 2.2 The CONSULTANT will serve as the CLIENT's professional consultant for the PROJECT to which this AGREEMENT applies and will consult with and advise the CLIENT during the performance of services provided under this AGREEMENT.
- 2.3 The CONSULTANT shall exercise the degree of skill and care customarily accepted as good professional practices and procedures by members of the same profession currently practicing under similar conditions in the same locality (Standard of Care). Consistent with this Standard of Care, the services shall conform to applicable laws, codes, by-laws and regulations of any governmental agency having jurisdiction over the PROJECT at the time services are rendered.

# 11.A.

- 2.4 The CONSULTANT, including its sub-consultants and sub-contractors, shall provide services under this AGREEMENT in accordance with applicable laws, guidelines, standards and regulations of pertinent federal, state and local governmental authorities.

## ARTICLE 3 - RESPONSIBILITIES OF CLIENT

The CLIENT, at no cost to the CONSULTANT, will:

- 3.1 Provide CONSULTANT with all available information in its possession pertinent to the PROJECT ASSIGNMENT.
- 3.2 Provide access to and make all provisions for the CONSULTANT to enter upon public property and assist CONSULTANT, if necessary, in gaining access to private lands, subject to the authorization of the private property owner(s), as required for CONSULTANT to provide the services under this AGREEMENT.
- 3.3 Designate a person to act as CLIENT'S representative with respect to the services to be provided under this AGREEMENT, such person to have complete authority to transmit instructions, receive, information, interpret and define the CLIENT'S decisions with respect to the subject professional services.

## ARTICLE 4 - COMPENSATION and PAYMENT

- 4.1 For the services performed under this Agreement as outlined below, the CLIENT will pay the CONSULTANT, billed monthly for Part 1 and Part 2 (see Attachment C – Town of Brookline Addendum). If additional work beyond the budget is required, the CLIENT shall be contacted for approval prior to proceeding.

The fee for Part 1 of the Scope of Services shall not exceed **\$24,650**. The bulk of the work is anticipated to be completed by November 1, 2023.

Should the Town choose to proceed with Part 2 of the Scope of Services, it shall not exceed **\$39,500**. While the bulk of the work is anticipated to be completed by March 1, 2024, all related work will be completed by June 30, 2024.

- 4.2 Payment to CONSULTANT shall be made within thirty (30) days after receipt of an acceptable invoice. If the CLIENT objects to any invoice submitted by the CONSULTANT, the CLIENT shall so advise the CONSULTANT in writing, giving reasons therefore, within fourteen (14) calendar days of receipt of such invoice. If no such objection is made, the invoice will be considered acceptable and payable by the CLIENT.
- 4.3 Invoice payments must be kept current for services to continue. If the CLIENT fails to pay any invoice due to CONSULTANT within 45 days of the date of invoice, CONSULTANT may, without waiving any other claim or right against the CLIENT, suspend services under this AGREEMENT

# 11.A.

until the CONSULTANT has been paid in full all amounts due CONSULTANT and/or any of its sub-consultants and subcontractors.

- 4.5 The acceptance of final payment by the CONSULTANT shall constitute a waiver of all claims by the CONSULTANT arising under this AGREEMENT.

## ARTICLE 5 - SERVICES NOT INCLUDED

NOT USED

## ARTICLE 6 - TIME OF COMPLETION

- 6.1 The work to be performed under this AGREEMENT shall commence upon receipt of an executed copy of this AGREEMENT. CONSULTANT will perform services under this AGREEMENT as expeditiously as is consistent with professional skill and care and the orderly progress of work.
- 6.2 Unforeseen project delays beyond the control of the CONSULTANT may result in an adjustment to the indicated schedule. Should such conditions arise, CONSULTANT will notify CLIENT as soon as possible.

## ARTICLE 7 - INDEMNIFICATION AND INSURANCE

- 7.1 Nothing herein contained shall be construed to obligate CONSULTANT to prepare for or appear in litigation on behalf of CLIENT, except in consideration of additional compensation to be mutually agreed upon.
- 7.2 The CONSULTANT shall carry insurance in the following types and limits:

Comprehensive Automobile Liability Insurance:

Combined Single Limit                      \$1,000,000

Workman's Compensation                      Statutory Limits

Professional Liability                      \$2,000,000 per claim and in the aggregate

- 7.3 Certificates of Insurance are attached hereto as Attachment D.

## ARTICLE 8 - TERMINATION OF AGREEMENT

- 8.1 Termination for Cause: If, through any cause, CONSULTANT fails to fulfill in a timely manner the obligations under this Agreement, or if CONSULTANT violates any of the provisions of this Agreement, CLIENT shall thereupon have the right to terminate this AGREEMENT by written notice to CONSULTANT of such termination specifying the effective date thereof at least five (5) business days before the effective date of such termination. Cause shall also include, but not be

# 11.A.

limited to, dissolution, termination of existence, insolvency, appointment of receiver, commencement of any proceeding under any bankruptcy or insolvency laws by or against the CONSULTANT. If the AGREEMENT is terminated by CLIENT as provided herein, CONSULTANT will be paid for services performed as of the date of notice is received, less payment for compensation previously made.

- 8.2 Termination for Convenience: Either party may terminate this AGREEMENT at any time by giving written notice to the other party of such termination and specifying the effective date of such termination. If the AGREEMENT is terminated by either party, CONSULTANT will be paid for services performed as of the date of notice is given or received, less payments of compensation previously made.
- 8.3 Documents: In either of the foregoing events, all work (including data and draft work products) prepared by the CONSULTANT under this AGREEMENT shall be provided to the CLIENT and CONSULTANT shall be entitled to receive just and equitable compensation for services provided under this AGREEMENT.

## ARTICLE 9 - OWNERSHIP OF DOCUMENTS

- 9.1 Upon completion of services, data and work products as specified by the scope of this agreement shall be furnished by the CONSULTANT to the CLIENT. Final documents prepared by the CONSULTANT shall become the property of the CLIENT upon receipt of payment by CONSULTANT. Any re-use of such documents for purposes outside the Project Scope without CONSULTANT'S written verification of suitability for the specific purpose intended shall be without liability or legal exposure to CONSULTANT or CONSULTANT'S independent professional associates, subcontractors or consultants.

## ARTICLE 10 - AUTHORIZATION TO BEGIN WORK

- 10.1 Execution of this AGREEMENT shall be considered as Notice to Proceed.

## ARTICLE 11 – CLIENT-FURNISHED INFORMATION

- 11.1 CLIENT shall provide the CONSULTANT with all available project-related technical data within its possession. The CONSULTANT will rely upon the accuracy of CLIENT-furnished information in connection with the performance of services.

## ARTICLE 12 – ASSIGNABILITY

- 12.1 Neither party to this AGREEMENT shall assign any interest in this AGREEMENT, nor transfer any interest in same (whether by assignment or notation), without the prior written consent of the other party.

## ARTICLE 13 - LIMITATION OF LIABILITY

# 11.A.

13.1 CLIENT hereby agrees that to the fullest extent permitted by law, CONSULTANT'S total liability to CLIENT and any persons or entities claiming by, through or under the CLIENT, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of CONSULTANT'S negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract or breach of warranty shall not exceed the total compensation received by the Consultant, for Services provided under this Agreement or \$150,000 whichever is greater.. CONSULTANT shall not be liable for the negligence, willful misconduct, errors, omissions of CLIENT. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL CONSULTANT BE LIABLE TO CLIENT FOR LIQUIDATED, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES.

## ARTICLE 14 - LSP PROVISIONS

(NOT USED)

## ARTICLE 15 - JURISDICTION

15.1 This AGREEMENT shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts. Any claims arising out of this contract shall be adjudicated in Norfolk County, if a state claim, and in the Massachusetts Federal District Court, Boston, if a federal claim.

## ARTICLE 16 – NON-DISCRIMINATION

During the performance of this Contract, the CONSULTANT, for himself, her assignees and successors in interest (hereinafter referred to as the "CONSULTANT"), agrees as follows:

(a) The CONSULTANT will comply with the provisions of Chapter 151B, as amended, of the General Laws of Massachusetts relative to non-discrimination which are incorporated herein by reference and made a part of this Contract.

(b) In the performance of work under this Contract, the CONSULTANT shall not discriminate in employment practices or in the selection or retention of subcontractors or in the procurement of materials or rental of equipment on the grounds of race, color, religion, gender identity or gender expression, or national origin, or on the grounds of age or sex except when age or sex is a bona fide occupational qualification.

The CONSULTANT will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the CONSULTANT's commitments under this section, and shall post copies of such notice in conspicuous places available to employees and applicants for employment.

(c) In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract and for the procurement of materials and equipment,



## 11.A.

each potential subcontractor or supplier shall be notified in writing by the CONSULTANT of the CONSULTANT's obligations under this Contract relative to non-discrimination on grounds of race, color, religion, gender identity or gender expression, national origin, age or sex, and his obligations to pursue an affirmative course of action as required by paragraph (d).

(d) The CONSULTANT will pursue an affirmative course of action as required by affirmative action guidelines adopted by the Human Relations Commission in effect on the effective date of the contract, or when calls for proposals are made, whichever is sooner, which are herein incorporated by reference, attached hereto, and made a part of this contract and to the nature and size of his work force, to insure that applicants are sought and employed, and that employees are treated, during their employment, without regard to their race, color, gender identity or gender expression, national origin or ancestry, or religion. No changes in affirmative action guidelines hereinafter adopted by the Commission shall be effective with respect to contracts already in effect, without the express written consent of the CONSULTANT.

(e) In the event the CONSULTANT fails to comply with the foregoing non-discrimination provisions of this Contract, the contracting agency of the Town, upon advice and counsel of the Human Relations Commission, shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

- (1) withholding of payment due the CONSULTANT under this contract until the CONSULTANT complies, and/or
- (2) cancellation, termination or suspension of this Contract, in whole or in part.

For the purposes of this section the contracting agency of the Town shall accept as proof of noncompliance with the provisions of subsection (a), only final orders or decisions of the Massachusetts Commission Against Discrimination.

(f) The provisions of this section shall be deemed supplementary to, and not in lieu of, or in substitution for, the provisions of Massachusetts Law relating to non-discrimination, and other applicable Federal, State or Town law, by-law, rule, regulation and directive relative thereto. In the event of a conflict between the provisions of this section and, where inserted or incorporated in this contract, an applicable state or federal law, rule, regulation or directive, the conflicting provisions of the latter shall control.

# 11.A.

IN WITNESS WHEREOF, the said CONSULTANT has caused these presents to be signed by: \_\_\_\_\_, its \_\_\_\_\_ (Sole owner; partner; president; treasurer; or other duly authorized official of a corporation) thereto duly authorized, and the CLIENT executed these presents by the Planning & Community Development Director on behalf of the Select Board, acting for Town of Brookline, and not individually, and without incurring any individual liability, on the year and day above written.

## TOWN OF BROOKLINE

## CONSULTANT

By: \_\_\_\_\_  
Kara Brewton  
Planning & Community Development Director

By: \_\_\_\_\_  
Karl F. Seidman  
President, Karl F. Seidman Consulting Services

Chief Procurement Officer:

\_\_\_\_\_

Comptroller:

\_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Town Counsel

**AFFIDAVIT**

State of Massachusetts

Date: \_\_\_\_\_, 2023

County of \_\_\_\_\_

The undersigned being duly sworn, deposes and say that they are the \_\_\_\_\_  
\_\_\_\_\_(Sole owner; partner; president; treasurer; or other duly authorized  
official of a corporation) of Karl F. Seidman Consulting Services for Contract in the Town of Brookline on  
\_\_\_\_\_, 2023 and certifies that of their own knowledge, said bidder has not, either directly or  
indirectly, entered into an agreement, participated in any collusion, or otherwise taken any action in  
restraint of free competitive bidding in connection with such contract.

\_\_\_\_\_  
Signature of person making affidavit

Corporate Seal

Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2023:

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Notary Seal

**ATTACHMENT A - Request for Proposals for a Linkage Nexus Study  
Consultant**

**ATTACHMENT B - Technical Proposal for Consulting Services**

**ATTACHMENT C – Award of RFP # P-23-13 Letter and Agreement**

**ATTACHMENT D – Certificates of Insurance**



TOWN OF BROOKLINE  
*Massachusetts*

DEPARTMENT OF FINANCE

PURCHASING DIVISION

333 Washington Street  
Brookline, MA 02445  
617-730-2195  
Fax: 617-264-6446

**CERTIFICATE OF NON - COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

\_\_\_\_\_  
Signature of individual submitting bid or proposal

\_\_\_\_\_  
Name of Business

**TAX COMPLIANCE CERTIFICATE**

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_  
Signature of individual submitting bid or proposal

\_\_\_\_\_  
Name of Business





TOWN OF BROOKLINE  
*Massachusetts*

DEPARTMENT OF FINANCE

PURCHASING DIVISION

333 Washington Street  
Brookline, MA 02445  
617-730-2195  
Fax: 617-264-6446

**Certificate of Compliance with Article 4.5 of the  
Town of Brookline By-Laws**

I, \_\_\_\_\_ (printed name of individual/employer contracting with the Town) hereby certify that I shall not discriminate against any individual because of such individual's race, color, gender identity or gender expression, religious creed, national origin, sex, sexual orientation, age or ancestry in fulfilling the terms of the contract that I propose to enter into with the Town of Brookline, and to which this Certificate is appended.

Signed under the pains of penalties of perjury, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_;

Contractor

\_\_\_\_\_

Town of Brookline Addendum

The Town of Brookline accepts the *Technical Proposal for Consulting Services* submitted by *Karl Seidman Consulting Services* for a *Linkage Nexus Study* as proposed, with addendum adjustments as follows.

1. The contract will be a two-part contract, with an option to opt out of the second part if the Town sees fit. The two parts of the contract are outlined in the amended project schedule below.
2. The Town would also like to set forth the project schedule below, which is based on, and makes changes to, the Technical Proposal’s Approach and Work Plan section (Task numbers are in reference to the Proposal) and includes more specificity as to expected meetings:

PART 1: July 2023 -> October 2023

<u>Tasks</u>	<u>Meetings</u>
Task #1: Project the level of future development, uses, and employment impacts	<p>Start-Up Meeting: Discussion of work plan, schedule, key data needs, and other issues.</p> <p>Task #1 Presentation: A meeting with the Linkage Fee Working Group where the consultant will present findings from Task #1. This meeting corresponds with Meeting #1 from the Technical Proposal’s Meetings and Public Presentations section. The meeting will be open to the public but not allow public comment.</p>
Task #2: Project housing demand for affordable housing, by tenure and income level, generated from new development	<p>Task #2 Presentation: A meeting with the Linkage Fee Working Group where the consultant will present findings from Task #2. This meeting corresponds with Meeting #2 from the Technical Proposal’s Meetings and Public Presentations section. The meeting will be open to the public but not allow public comment.</p>

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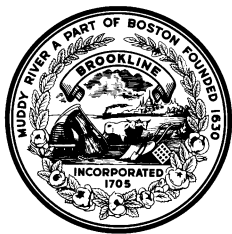
*Equipped with the findings of Task #1 and Task #2, the Linkage Fee Working Group with input from the Housing Advisory Board will determine whether the Town should proceed with Part 2 of the contract and explore linkage fee policy options. The consultant will not proceed with work from Part 2 until affirmative notice from the Linkage Fee Working Group is received.*

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# 11.A.

## PART 2: November 2023 -> February 2024

<u>Tasks</u>	<u>Meetings</u>
<p>Task #3: Calculate warranted housing linkage fee and fee options</p> <p>Task #4: Analyze the impact of linkage fees on development</p> <p>Task #5: Analyze policy options and draft recommendations</p>	<p>Public Hearing Presentation: A Linkage Fee Working Group meeting allowing public comment where the consultant will present the outcomes of Tasks #s 3, 4, and 5. This meeting corresponds with Meeting #3 from the Technical Proposal's Meetings and Public Presentations section.</p>
<p>Final Deliverable: Prepare draft and final report</p>	<p>Meeting: When a draft is received, the Linkage Fee Working Group will meet with the consultant to discuss the draft holistically. Prior to, or following, the meeting, Planning staff will solicit recommended edits and relay comments and edits to the consultant.</p> <p>Public Hearing to Planning Board, Economic Development Advisory Board, Housing Advisory Board: The consultant will present the final Nexus Study to a joint meeting of the PB, EDAB, and HAB where public comments will be allowed and received.</p> <p>Public Hearing to Select Board: The consultant will present the final Nexus Study to the Select Board where public comments will be allowed and received.</p>



# TOWN OF BROOKLINE

## *Massachusetts*

DEPARTMENT OF FINANCE

PURCHASING DIVISION

333 Washington Street  
 Brookline, MA 02445  
 617-730-2195  
 Fax: 617-264-6446

### TOWN OF BROOKLINE / PURCHASING DIVISION

### INVITATION TO BID OR REQUEST FOR PROPOSALS

Sealed bids/proposals for furnishing the following to the Town of Brookline, MA will be received at the Town of Brookline, Town Hall, Purchasing Division 333 Washington St., 2nd Floor, Room 212, Brookline, MA 02445, until the time specified for the bid/proposal opening at which time bids will be opened publicly and proposals in confidence, in accordance with provisions of M.G.L. c. 30B.

<u>Item or Service</u>	<u>Department</u>	<u>Reference Number</u>	<u>Bid/Proposal Opening Date and Time</u>
Robert T. Lynch Municipal Golf Course Clubhouse Master Plan	Recreation	P-23-12	Wednesday March 22, 2023 at 2 p.m.
Linkage Nexus Study Consultant	Planning	P-23-13	Wednesday March 8, 2023 at 2 p.m.

Specifications and bid/proposal forms may be obtained at the Purchasing Division or by calling (617) 730-2195. Bid/proposal forms may be downloaded at: <http://www.brooklinema.gov/Bids.aspx>

Bid/proposal shall be submitted on the form furnished and in sealed envelope, and marked on the outside with the item title, reference number and bidder's name. Contract awarded pursuant to the Invitation to Bid or Request for Proposals will be subject to provisions of the Town of Brookline By-Laws Article 4.4 Fair Employment Practices with regard to Contracts, relating to non-discrimination in employment, and Article 4.8 Living Wage By-Law, relating to wages paid to employees. The Town reserves the right to accept any bid/proposal in whole or in any part, and to reject any or all bids/proposals if it shall be deemed in the best interest of the Town to do so.

David C. Geanakakis, Chief Procurement Officer

February 6, 2023

**TOWN OF BROOKLINE - PURCHASING DIVISION**  
333 Washington Street Brookline, Massachusetts 02445

**REQUEST FOR PROPOSALS**  
**LINKAGE NEXUS STUDY CONSULTANT**

**GENERAL**

Competitive sealed proposals are invited in accordance with the provisions of Massachusetts General Laws, Ch. 30B for a Linkage Nexus Study for the Town of Brookline.

The Town of Brookline, acting by and through the Department of Planning and Community Development, seeks qualified consultants to prepare a nexus study for the purpose of evaluating the potential establishment of a commercial linkage fee by-law in Brookline and identifying appropriate linkage fee amounts if such a program is established. The resulting nexus study would need to be approved by the Select Board and would form the basis of a Home Rule petition to the state legislature.

Procedures under this Request for Proposals (RFP) require a separate and confidential submission of a Cost Proposal and a separate submission of a Technical Proposal. Technical Proposals will be evaluated without knowledge of prices by the Linkage Fee Working Group. The Chief Procurement Officer will determine the most advantageous Proposal after taking into consideration the evaluation of Technical Proposals made by the committee together with a consideration of prices set forth in the Cost Proposals.

Any questions pertaining specifically to the Scope of Work for this RFP are to be directed to: Victor Panak, Economic Development and Long-Term Planner, Brookline Planning and Community Development Department, 333 Washington Street, Brookline, MA 02445; telephone: (617) 264-6482; email: [vpanak@brooklinema.gov](mailto:vpanak@brooklinema.gov)

Any questions pertaining to this Request for Proposal or procedures are to be submitted in written form via email by 12:00 p.m. (noon) on Wednesday February 15, 2023 and directed to: David Geanakakis, Chief Procurement Officer, Purchasing Division, 333 Washington Street, Brookline MA 02445 phone: 617-730-2195; email: [dgeanakakis@brooklinema.gov](mailto:dgeanakakis@brooklinema.gov)

Proposals may be held open for a period of one hundred twenty (120) days from the proposal due date. Award, payment and performance obligations shall depend on the availability and appropriation of funds. The Town of Brookline reserves the right to reject all proposals.

# 11.A.

## PROPOSAL SUBMISSION PROCEDURE

Proposals will be received at:

Town of Brookline  
Town Hall, Purchasing Division  
333 Washington St., 2nd Floor, Room 212  
Brookline, MA 02445

The deadline for submission of proposals is Wednesday March 8, 2023 at 2:00 p.m. at which time they will be opened in confidence in accordance with c. 30B, §6 (d).

Proposals submitted after that time and date will be rejected.

NOTE: Cost Proposals must be kept entirely separate from Technical Proposals. Failure to follow this instruction will result in rejection of the proposal.

It is the sole responsibility of the Proposer to ensure that the proposal arrives on time at the designated place.

### **Technical Proposal shall be submitted as follows:**

Each respondent shall submit eight (8) copies (1 original and 7 copies) in a separate and sealed envelope clearly marked as follows together with one electronic proposal submitted to the Chief Procurement Officer.

**Proposal Envelope A—Technical Proposal**  
**Linkage Nexus Study Consultant**  
**Reference # P-23-13**

**Bidder's Name** \_\_\_\_\_

### **Cost Proposal shall be submitted as follows:**

Each respondent shall submit three (1 original and 2 copies) copies in a separate and sealed envelope clearly marked as follows together with one electronic (USB drive) proposal submitted to the Chief Procurement Officer.

**Proposal Envelope B—Cost Proposal**  
**Linkage Nexus Study Consultant**  
**Reference # P-23-13**

**Bidder's Name** \_\_\_\_\_

The Cost Proposal shall identify costs per task, including the fully burdened hourly rate of each individual assigned to each task. If modifications are proposed to the Scope of Services, the costs of said modifications should be clearly identified.

**INTENT**

The Town of Brookline, acting by and through the Department of Planning and Community Development (Planning Department), requests responses from consultants interested in developing a nexus study to explore the existence of, and magnitude of, a link between commercial development in the town and the cost and supply of affordable housing. The nexus study's purpose is to evaluate the potential creation of the town's first commercial linkage fee by-law and should specifically aim to: (1) quantify the potential effects of various types of future commercial development on the need for affordable housing in Brookline, and (2) recommend potential appropriate linkage fee rates and parameters and explore other related policy options.

**BACKGROUND**

The Town of Brookline does not currently have a commercial linkage fee program and commercial developments do not directly contribute to the Town's Affordable Housing Trust Fund. Discussions regarding a possible commercial linkage fee have circulated in the Town for several years but more concrete movement towards this end began in earnest in 2022. The idea was presented to the Housing Advisory Board on June 22<sup>nd</sup>, where the Board expressed general support for the concept. It was then presented to the Economic Development Advisory Board on September 12<sup>th</sup> and again on November 7<sup>th</sup>. The November 7<sup>th</sup> presentation included a cost estimate, recommended process, and a preliminary timeline for implementation. The Economic Development Advisory Board voted unanimously in support of engaging a consultant to undertake a nexus study for the purpose of evaluating a potential linkage fee program. A similar presentation was made to the Housing Advisory Board on November 30<sup>th</sup>; the Housing Advisory Board likewise supported the project with an additional positive recommendation on the use of funds from the Affordable Housing Trust Fund to pay for the nexus study. Lastly, the project was presented to the Select Board on December 9<sup>th</sup>, where the Board approved proceeding with a nexus study to be funded by the Affordable Housing Trust Fund.

## 11.A.

A linkage fee by-law potentially adopted by the Town would be expected to use the findings of the nexus study in a process similar to that used by several surrounding communities, including Cambridge, Somerville, Everett, and Watertown. Cambridge and Somerville have long-standing linkage fee requirements originally established in the late 1980s and early 1990s and have conducted periodic nexus studies to support regular changes to their linkage fees and policies. Everett conducted a nexus study in 2019 and adopted a linkage fee ordinance in 2021. Watertown conducted a nexus study in 2022 and will likely adopt a linkage fee ordinance in 2023. The Town of Brookline intends to follow a similar process, which would start with a nexus study, proceed (if approved by the Select Board and Town Meeting) to a home rule petition, and would conclude (if adopted by Town Meeting) with the institution of a local by-law.

It should be noted that unlike these neighboring linkage-fee communities, Brookline does not experience a similar scale of commercial development. Recent commercial development in Brookline has been sporadic. New as-of-right commercial space is rare and usually a result of a small-scale conversion of existing residential space or a ground-level retail space included in a larger mixed-use development. New commercial space developed under special permits or variances are similarly rare but also include some more significant projects that go through the Town's Major Impact Projects process, like the Audi dealership at 308-328 Boylston Street (2016). More significant recent commercial developments have been permitted through custom overlay zoning districts developed over the course of months or years of negotiations between a developer and the Town. The AC Hotel in Cleveland Circle and the Hilton Garden Inn near Brookline Village are two such examples. Future commercial development in Brookline is likewise uncertain. The potential for substantial new commercial development has been identified by the Town in several key corridors/sites, such as the Chestnut Hill West area (Boylston Street from Hammond Street to Hammond Pond Parkway), Boylston Street Corridor East (from Washington Street to Cypress Street), the 10 Brookline Place site, the T.J. Maxx site along Harvard Street, and the Harvard Street corridor in general. However, any meaningful commercial redevelopment of these areas would likely require the successful completion of a rezoning process, which at this time remains controversial for most of these locations. This results in some level of uncertainty as to the ultimate possibility of commercial development in these areas and even more uncertainty as to the timeline.

Any adopted linkage fee by-law applying to commercial development would complement an already existing zoning by-law applying to housing developments. The Town of Brookline's Affordable Housing Requirements (Section 4.08 of the Zoning By-law) requires that any project with four or more housing units provide affordable units on-site, at an off-site location, or pay a cash payment into the Affordable Housing Trust Fund. Projects with less than 20 units are permitted to select the cash payment in lieu of providing units, but projects with 20 or more units must provide the units on-site. The cash payments collected through this by-law are deposited into the Town's Affordable Housing Trust Fund. The Trust Fund was originally established in 1987 and then readopted in 2020 with changes to achieve consistency with MGL c.44 Section 55C. The stated purpose of the Trust Fund is to *"provide for the creation and preservation of affordable housing in the Town of Brookline for the benefit of low and moderate income households and for the funding of community housing"*.



## **SCOPE OF WORK**

### A. The Study

The consultant will be responsible for producing a nexus study documenting the relationship between new commercial development and local affordable housing demand.

The nexus study will include three primary components:

#### 1. Projections for New Jobs and Affordable Housing Demand

The study shall document the relationship between future new commercial development and local affordable housing demand. To this end, the study will examine the effects of recent commercial development in Brookline on local affordable housing demand and use existing Town data, supplemented by primary data, on land uses, zoning capacity, commercial development trends, future development projections, local job growth, job type and wage structure, demographic trends, residential rents and prices, vacancy rates, and any other data deemed important, to project the new jobs that could potentially be created over the next ten years as a result of projected new commercial development, and how many affordable housing units would be needed in Brookline to meet this demand. The consultant may use general regional data and/or data from other linkage-fee communities, where demonstrated to be applicable to Brookline's circumstances, among other research sources to perform this analysis. Based on this analysis, the consultant shall demonstrate numerically the effect (if one exists) of various non-residential land uses on housing need for different income levels.

The consultant and the Linkage Fee Working Group, together, will further define the land uses, household income thresholds, and development threshold sizes that the consultant will analyze.

#### 2. Cost of Affordable Housing Needed

Based on the projected need for affordable housing for employees of new jobs generated by future commercial development, the study will analyze the cost of the affordable housing units necessary to meet this additional demand. This should involve projections for the number of additional units required for low- and moderate-income households. It will also require data on the cost necessary to create such units, given projected land and development costs in Brookline. Finally, the study will require understanding the likely gap between readily available sources of financing and the funds needed to produce such housing.

#### 3. Policy Recommendations

## 11.A.

Once the consultant has projected the total cost of meeting additional affordable housing need associated with new job generation, the study shall examine different approaches to raise this sum wholly or partially from new commercial development, including, but not limited to, a linkage fee per square footage of proposed development. The study shall evaluate the potential effect of imposing such costs on future commercial development, consistent with the goal of not significantly impairing the Town's ability to attract such development. Should the study recommend a linkage fee, it shall also examine a spectrum of parameter options, such as variable rates by square footage, variable rates for different uses, and variable rates by location. The study shall contain recommendations, with options, for the Linkage Fee Working Group, and subsequently the Select Board, to consider.

### B. Meetings and Public Presentations

The consultant will meet with the Linkage Fee Working Group several times over the course of the study, at which meetings the consultant shall present its ongoing work including any findings and preliminary recommendations. The Working Group and consultant will hold an initial meeting to discuss the methodology and project timeline, and identify the appropriate quantity and timing of the "check-in" meetings. No more than six such meetings will be required unless the consultant agrees to more. The consultant shall support the Linkage Fee Working Group in its presentations to other public boards and committees of the findings and recommendations of the nexus study and any proposed linkage fee by-law. The Working Group consists of members from the Housing Advisory Board, Economic Development Advisory Board, and Planning Board; presentations to all three boards as well as the Select Board are expected.

### **PROJECT SCHEDULE**

The consultant shall complete its work within six months from Notice to Proceed unless extended by agreement of the Town and consultant. At the outset of the consultant's work, the consultant shall meet with the Linkage Fee Working Group to outline a work schedule and to specifically identify at what stages of the study the Working Group would like to meet with the consultant for an update. The consultant shall not be required to provide more than six such updates, and one will include a review of the full draft nexus study.

Each respondent must include a preliminary proposed project schedule in its Technical Proposal, provide prerequisites and benchmarks for completion of specific tasks, and, if warranted, provide an alternative schedule.

### **DELIVERABLES**

The consultant shall provide the following deliverables to the Town:

## 11.A.

- Power point presentations as well as other collateral material for each of the public meetings identified above
- All numerical and anecdotal data used to support the findings and recommendations of the nexus study
- A summary sheet with key findings and recommendations from the nexus study
- A nexus study in electronic format

### **PROPOSAL CONTENTS**

#### **I. Technical Proposal**

The technical proposal shall contain, at a minimum, the following:

1. Letter of Interest
2. Professional Qualifications. The proposer should describe its management capabilities in its field relevant to this RFP. This section should include the names and professional qualifications of the consultant team members who will have primary responsibility for administering the nexus study.
3. References. Provide a list of three references. Include the name, contact person, his/her title, address and telephone number. In addition, the Town reserves the right to use itself as a reference to determine the proposer's responsiveness and responsibility and reserves the right to call current or former clients not listed as a reference. A proposal may be rejected based on one or more references reporting poor past performance by the bidder.
4. Relevant Experience. Description of the proposer's direct experience providing consultant services similar to those described in the Scope of Work to other municipal customers.
5. Certificate of Authority (if the proposer is a corporation). See attached forms.
6. Demographic Data. Information on the firm or the team that shows the number of individuals who are African American or African descent, Hispanic, East Asian, South Asian, and other. The data must also show the number of individuals who are women. The data must show the number of individuals who are in ownership, management, or administrative positions and separately, the numbers who are in other positions in the firm or the team (the foregoing called herein, the "Demographic Data").
7. Discussion of Scope. A discussion of the Scope of Work that indicates an understanding of the scope and methodology, and how the respondent proposes to respond to the overall objective. A preliminary project schedule should also be included, identifying the completion timeframes for each step of the study. As part of this discussion, the respondent should address Brookline's unique circumstances compared to other linkage fee communities in terms of its limited recent and projected commercial development prospects. The respondent should specifically identify potential study approaches tailored to provide plausible projections for commercial development (and numbers of new employees potentially seeking affordable

## 11.A.

housing) in a community such as Brookline with limited clear future commercial activity, an inconsistent trend of recent commercial development, and a limited number of candidate sites which would themselves need zoning revisions to enable major commercial development or redevelopment. The proposed methodology should also consider that presently residential values are generally greater than commercial especially for upper floor uses, and that the market absent commercial zoning incentives will favor residential uses for the larger commercial sites.

### **EVALUATION OF PROPOSALS**

#### **Minimum Evaluation Criteria**

The Chief Procurement Officer (CPO) shall review all responses to ensure that each proposal includes the following aforementioned material, which shall constitute the Minimum Evaluation Criteria:

1. Letter of Interest
2. Professional Qualifications
3. References
4. Relevant Experience
5. Certificate of Authority (if proposer is a corporation)
6. Demographic Data
7. Discussion of Scope

All Technical Proposals that the CPO determines meet said minimum evaluation criteria shall be referred to the Linkage Fee Working Group, which shall act as an evaluation committee.

#### **Comparative Evaluation Criteria**

Each proposal referred to the Linkage Fee Working Group by the CPO shall be rated according to the following comparative evaluation criteria. Each of the criteria will be weighted equally.

##### Criterion: Proposer's approach to enhancing diversity in assembling a team

Highly advantageous: The proposer's lead or co-lead consultant for this project qualifies as a Disadvantaged Business Enterprise (DBE) and is certified by the Commonwealth of Massachusetts Supplier Diversity Office (SDO). The proposal includes a clear description of the DBE's role as the lead/co-lead consultant and their involvement in specific project-related tasks.

Advantageous: The consultant's team for this project includes sub-consultant(s) that qualify as a Disadvantaged Business Enterprise (DBE) and is certified by the Commonwealth of Massachusetts Supplier Diversity Office (SDO). The proposal includes a clear description of the DBE's role as a sub-consultant and their involvement in specific project-related tasks.

## 11.A.

Not advantageous: The consultant's team for this project neither includes a lead/co-lead consultant nor sub-consultants that qualify as a Disadvantaged Business Enterprise (DBE), as certified by the Commonwealth of Massachusetts Supplier Diversity Office (SDO).

### Criterion: Quality and breadth of proposal and understanding of the complexity of the task

Highly advantageous: Proposal is clear, well-organized and expands upon the content of the RFP to indicate a full grasp of the issues involved.

Advantageous: Proposal is generally clear, reasonably well-organized but fails to indicate a full understanding and grasp of the issues involved.

Not advantageous: Proposal is not clear and/or not well-organized and fails to indicate an understanding and grasp of the issues involved.

### Criterion: Methodology outlined that addresses all components of the Scope of Work

Highly advantageous: Proposal has a detailed and well-thought out methodology to address all aspects of the Scope of Work, including a project timeline with realistic milestones to accomplish all project elements within the contract timeframe.

Advantageous: Proposal has a methodology to address 90% of the Scope of Work, including a project timeline with realistic milestones to accomplish most project elements within the contract timeframe.

Not advantageous: Proposal has a methodology that addresses less than 90% of the Scope of Work and does not include a project timeline or includes a project timeline with unrealistic or unacceptable milestones such that several project elements will not be completed within the contract timeframe.

### Criterion: The breadth and extent of experience of the team members in conducting studies of scope comparable to the study described in this RFP

Highly advantageous: Key members of the professional team members have direct and applicable experience in conducting at least two nexus studies or similar studies involving an analysis of the relationship between non-residential development and housing.

Advantageous: At least one of the professional team members has conducted at least one nexus study or similar study involving an analysis of the relationship between non-residential development and housing or two members. Alternatively, two or more members have conducted studies of scope comparable to the study described in this RFP in the disciplines of real estate market analysis, economic impact analysis, housing policy, or economic development.

## 11.A.

Not advantageous: None of the professional team members have experience in conducting studies of scope comparable to the study described in this RFP.

### Criterion: The knowledge of Greater Boston area in team members' area of expertise

Highly advantageous: Team members will have at least five years of experience and knowledge about Brookline or the Greater Boston area in their areas of expertise as demonstrated in team members' resumes.

Advantageous: Team members will have at least three years of experience and knowledge about Brookline or the Greater Boston area in their areas of expertise as demonstrated in team members' resumes.

Not advantageous: Team members will have no experience and knowledge about Brookline or the Greater Boston area in their areas of expertise as demonstrated in team members' resumes.

### Criterion: Quality of references

Highly advantageous: Respondent provides three or more references, among them at least two governmental entities, who can comment positively on their experiences with the respondent, their areas of expertise, and their ability to complete a study of similar scope and complexity to the study described in this RFP.

Advantageous: Respondent provides three references, among them at least one governmental entity, who can comment positively on their experiences with the respondent, their areas of expertise, and their ability to complete a study of similar scope and complexity to the study described in this RFP.

Not advantageous: Respondent provides three references with no governmental entities among them or who do not all comment positively on their experiences with the respondent, their areas of expertise, and their ability to complete a study of similar scope and complexity to the study described in this RFP.

### **Evaluation Committee**

The Evaluation Committee will be appointed by the Chief Procurement Officer of the Town.

The Evaluation Committee shall apply the Comparative Criteria, set forth above, to each proposal. Based on the written Technical Proposal submitted, the Evaluation Committee shall rate each proposal as: highly advantageous, advantageous, not advantageous, or unacceptable, in accordance with the provisions of M.G.L. Chapter 30B.

Following review of the Technical Proposals, the Evaluation Committee may, at its discretion, schedule individual interviews with any or all of the proposers for the purpose

## 11.A.

of further evaluation of a proposer's qualifications and ability to provide the required services. It is anticipated that these interviews will be conducted remotely.

Based on its review of the Technical Proposals, interviews, and Cost Proposals, the Evaluation Committee will make a recommendation to the Chief Procurement Officer for the award of a contract to the selected consultant. If the Cost Proposal associated with a highly advantageous Technical Proposal is found to be unsatisfactory, the Evaluation Committee may reconsider all submitted Technical Proposals.

The Town reserves the right to adjust the proposed plan of work and/or the proposed cost submitted by the selected consultant. The Town further reserves the right to reject all proposals and to not enter into a contract to prepare a linkage nexus study.

### **BASIC CONTRACTUAL REQUIREMENTS**

The Town may enter into a contract with the selected Respondent. Said contract will contain, at a minimum, the following basic provisions:

#### **Hold Harmless Agreement:**

The successful Bidder agrees to defend, pay on behalf of, indemnify and hold harmless the Town of Brookline, its officers and employees from any and all claims and damages of every kind and nature made, rendered or incurred by or in behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work or other activity done by the successful Bidder, its employees, subcontractors or any independent contractors working under the direction of either the successful Bidder or subcontractor in the performance of this contract.

#### **Workers Compensation Insurance:**

The successful Bidder shall carry and maintain during the term of this contract, workers compensation and employers liability insurance meeting the requirements of the Massachusetts Workers Compensation Law on all the successful Bidder's employees carrying out the work involved in this contract.

#### **General Liability Insurance:**

The successful Bidder shall carry and maintain during the term of this contract, general liability insurance on a per occurrence basis with limits of liability not less than \$2,000,000 per occurrence for Bodily Injury and Property Damage. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be included. This coverage shall protect the public or any person from injury or property damages sustained by reason of the successful Bidder or its employees carrying out the work involved in this contract.

#### **Automobile Liability Insurance:**

The successful Bidder shall carry and maintain during the term of this contract, automobile liability insurance with either a combined limit of at least \$2,000,000 per occurrence for bodily injury and property damage or split limits of at least \$2,000,000 for bodily injury per person per occurrence and \$2,000,000 for property damage per

## 11.A.

occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the successful Bidder or its employees.

**Subcontractors:** In the case of any work sublet, the successful Bidder shall require subcontractors and independent contractors working under the direction of either the successful Bidder or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the successful Bidder.

**Additional Insured:**

The Town of Brookline, its officials and employees shall be named as additional insureds without restrictions on the successful Bidder's, subcontractor's, and independent contractor's liability insurance policies and certificates of insurance.

**Proof of Insurance:**

The successful Bidder shall furnish the Town of Brookline with Certificates of Insurance and a copy of the policies if requested by the Town. The name of the project or contract to be covered must be listed on the certificates of insurance. Before commencing any performance under this Contract, the successful Bidder shall deliver all the Certificates of Insurance to the Town certifying that the policies stipulated above are in full force and effect.

**Insurance Cancellation or Material Change Notice:**

The certificates of insurance shall state that the insurance company will provide thirty (30) days written notice prior to cancellation, non-renewal, or material change including reduction of insurance coverage or limits. The notice will be sent to the Town of Brookline, Purchasing Division, 333 Washington Street, Brookline, MA 02445, via certified mail.

**Fair Employment Practices:**

All contracts shall contain the provisions required by Article 4.4 of the Town of Brookline General By-Laws related to fair employment practices.



**TOWN OF BROOKLINE, MASSACHUSETTS  
PURCHASING DIVISION  
333 WASHINGTON STREET  
BROOKLINE, MA 02445**

**REQUEST FOR PROPOSAL**

**Linkage Nexus Study Consultant RFP #P-23-13**

**PROPOSAL SIGNATURE FORM**

**THIS FORM IS TO BE SUBMITTED IN ENVELOPE A - TECHNICAL PROPOSAL**

The undersigned, hereafter called the proposer, having fully familiarized him/herself with the entire Request for Proposal documents, hereby agrees and declares:

1. That prices inserted in the Price Proposal (Envelope B) cover all necessary expenses to fulfill the conditions of the contract within the time stated.
2. Pursuant to M.G.L. c. 62C, § 49A, the proposer hereby certifies that the proposer has filed all state tax returns and paid all state taxes required under law.
3. The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals.

The following items are to be completed by the Proposer, if applicable:

Our Company is:      A Corporation                    \_\_\_\_\_  
                                  A Partnership                    \_\_\_\_\_  
                                  Individually Owned                \_\_\_\_\_  
                                  Other (specify)                    \_\_\_\_\_

Company Name: \_\_\_\_\_

Social Security or Federal Identification Number: \_\_\_\_\_

Signature of Individual or Authorized Official: \_\_\_\_\_

Title of said Individual or Official: \_\_\_\_\_

Address: \_\_\_\_\_  
                                  \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**TOWN OF BROOKLINE, MASSACHUSETTS  
PURCHASING DIVISION  
333 WASHINGTON STREET  
BROOKLINE, MA 02445**

**REQUEST FOR PROPOSAL**

**Linkage Nexus Study Consultant RFP #P-23-13**

**PRICE PROPOSAL**

**TO BE SUBMITTED IN SEPARATE ENVELOPE B**

Selection of a Respondent to perform this professional study will be based upon qualifications, experience, historical performance record, understanding of needs, price, suggested innovations, and the Respondent's proven capabilities. In addition to the data and documentation being submitted by the Respondent in response to this request, the municipality will also rely on information received from the references submitted with proposal.

Bidder's Name: \_\_\_\_\_  
Name of Individual or Company Making Proposal

The prices quoted and totaled below include the cost of all labor, materials, insurance, and all other necessary expenses to fulfill the conditions of the contract. All travel costs to be incurred by the contractor shall be paid by contractor.

The following detailed price proposal is based upon the Scope of Services. Consultants are encouraged, where appropriate, to propose creative, innovative and cost-effective approaches to the Scope of Services. The Technical Proposal and Price Proposal may reflect modifications or alternative approaches to the general Scope of Services.

**TOTAL PRICE**

\$ \_\_\_\_\_

Cost of additional meetings: \$ \_\_\_\_\_ per meeting

The Town of Brookline reserves the right to choose any or all of the phases or tasks to be resulting from this RFP. **Vendors MUST provide pricing on all phases and tasks.** Some of the phases and tasks may not be awarded and deleted phases and tasks may be assumed by the Town.



# TOWN OF BROOKLINE

## *Massachusetts*

DEPARTMENT OF FINANCE

PURCHASING DIVISION

333 Washington Street  
 Brookline, MA 02445  
 617-730-2195  
 Fax: 617-264-6446

### INSTRUCTIONS TO PROPOSERS

DAVID C GEANAKAKIS  
 Chief Procurement Officer

RICHARD SAVILLE  
 Procurement Officer

1. **REQUEST FOR PROPOSAL**, which is enclosed herewith, is an integral part of these instructions.
2. **BID (VENDOR) LISTS.** Vendors who wish to remain on the active bid list must either submit a proposal or a letter of explanation as to the reason for not submitting same, no later than the official PROPOSAL OPENING.
3. **MARKING ENVELOPS.** The Proposal must be filled out on the form(s) prescribed and enclosed in sealed envelopes which shall be marked on the outside with the word "TECHNICAL PROPOSAL" or "PRICE PROPOSAL", the Proposal Title, Proposal Reference Number, and the name and address of the proposer.
4. **SAMPLE.** The Chief Procurement Officer may require the submission of samples either before or after the award of a contract, at no charge to the Town, in order to ascertain whether or not a product will be suitable for the purpose for which it is intended. If it is specifically stated elsewhere in the proposal documents that samples are required, full size samples must be submitted not later than the official PROPOSAL OPENING. Failure to submit said samples may be regarded as a basis for rejecting a proposal. Samples may be impounded until satisfactory completion of a contract. Otherwise, the bidder must call for all samples within (30) days of the award of contracts or said samples will be presumed abandoned and the Chief Procurement Officer will dispose of them as he sees fit.
5. **TAXES.** Purchases by the Town of Brookline are exempt from federal, state or municipal sales and/or excise taxes.
6. **PRICE PROPOSAL FORM.** The proposal price(s) must be typewritten in or written in ink in the space(s) provided on the official PRICE PROPOSAL FORM. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Proposal prices shall encompass everything necessary for furnishing the item(s) specified in, and in accordance with the specifications, including proper packing and the cost of delivery.

## INSTRUCTIONS TO PROPOSERS - Page 2.

7. **CASH TERMS.** Discounts for prompt payment will be considered when making awards. Minimum time for discount consideration is twenty (20) days.

8. **PROPOSAL DOCUMENTS.** The proposer is to familiarize himself thoroughly with all the documents enumerated herewith, as it is conclusively understood that all proposals are based upon full compliance with the various provisions contained in said documents. The documents comprising the proposal consist of (a) Request for Proposal (b) Article XXIX of the Town of Brookline By-Laws relating to non-discrimination in employment (c) Instructions to Proposers (d) General Conditions (e) Special Conditions (if any) (f) Specifications, and (g) Price Proposal Form. The same documents will be incorporated into the contract documents. One set of the Request for Proposal is given to each proposer. A complete, original set of documents is to be returned, properly signed and executed. A copy of the documents submitted should be kept for the proposer's file.

9. **MINORITY BUSINESS ENTERPRISE PROGRAM.** Minority and women owned business enterprises are encouraged to submit bids and will be given every opportunity to participate in Town of Brookline contracts.

**10. NOTICE CONCERNING UNEXPECTED CLOSURES:** If, at the time of the scheduled proposal opening, Town Hall is closed due to inclement weather or other unforeseeable events, the proposal opening will be postponed until 2:00 PM on the next normal business day. Proposals will be accepted until that date and time

**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 Robert Sneirson, at (617) 730-2328. Those who need effective communication services should dial 711 and ask the operator to dial the relevant Town Department.**



# TOWN OF BROOKLINE

## *Massachusetts*

DEPARTMENT OF FINANCE

PURCHASING DIVISION

333 Washington Street  
 Brookline, MA 02445  
 617-730-2195  
 Fax: 617-264-6446

### GENERAL CONDITIONS

DAVID C GEANAKAKIS  
 Chief Procurement Officer

RICHARD SAVILLE  
 Procurement Officer

1. **AWARD DATE.** Award will be made within forty-five (45) days after the BID OPENING unless otherwise stated in the specifications or the time for award is extended by mutual consent of all parties concerned.

2. **EQUIVALENTS.** Where in the specifications, one certain kind, type, catalog number, brand or manufacturer of material is named, it shall be regarded as the required standard of quality. Where two or more are named, these are presumed to be equal and the contractor may select one of the items. If the bidder proposes to offer substitute items as an equal to those named in the specifications, he shall so indicate on the BID FORM the kind, type, catalog number, brand, or manufacturer of material that is offered as an equal, and shall submit data sheets and/or catalog cuts and otherwise describe wherein it differs from the base specifications in similar detail as the description of the component parts of the specified items. Substituted items must be capable of performing all the functions and/or operational features described or indicated in the specifications. Failure to indicate the description of any substitute item on the Bid Form will be interpreted to conclude that the bidder will furnish the specified item.

3. **DELIVERIES.** The contractor shall pay all freight and delivery charges. Unless otherwise stated, items must be delivered within forty-five (45) days of the notice of award. All deliveries must be made inside the building and to the appropriate storeroom as designated by the custodian. Sidewalk or tailgate deliveries will not be accepted. Town personnel are not required to assist in the deliveries and contractors are cautioned to notify their shippers that adequate assistance must be provided at the point of delivery. All items of furniture must be delivered inside the building, in place, set up ready for use. Deliveries are to be made between 8:30 A.M. and 4:00 P.M., Monday through Thursday, except on holidays. Friday deliveries shall be made between 8:30 A.M. and 12:00 Noon. All damaged items, or items which do not comply with specifications will not be accepted and title therefore will not vest to the Town of Brookline until such items are accepted by the receiving department. The contractor must replace, without further cost to the Town of Brookline, such damaged or non-complying items before payment will be made.

## GENERAL CONDITIONS - PAGE 2

4. **LABELING.** All packages, cartons, or other containers must be clearly marked with (a) building and room designation; (b) description of contents or item number from specifications; (c) quantity; (d) Town of Brookline's purchase order number; and (e) Vendor's name and order number.

5. **GUARANTEES.** Unless otherwise stipulated in the specifications, furniture, equipment, and similar durable items shall be guaranteed by the contractor for a period of not less than one year from the date of acceptance by the receiving department. In addition, the manufacturer's guarantee shall be furnished. Any items provided under this contract which are or become defective during the guarantee period shall be replaced by the contractor free of charge with the understanding that all replacements shall carry the same guarantee as the original equipment. The contractor shall make any such replacement immediately upon receiving notice from the Chief Procurement Officer.

6. **RIGHT TO KNOW.** Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L. C111F SS8, 9 and 10 and the regulations contained in 441 CMR SS21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. C111F S7 and the regulations contained in 441 CMR S21.05. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance with the contract. Failure to furnish MSDSs and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances, or mixtures containing such substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 111F of M.G.L. are cautioned to obtain and read the law and rules and regulations referenced above.

**FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE CANCELLATION OF YOUR CONTRACT.**

TOWN OF BROOKLINE, MASSACHUSETTS

By-laws of the Town of Brookline

ARTICLE 4.4

FAIR EMPLOYMENT PRACTICES WITH REGARD TO CONTRACTS

SECTION 4.4.1 CONTRACT PROVISIONS AND REQUIREMENTS

Subject to the exceptions hereinafter stated, all contracts awarded by the Town and all agencies and departments thereof, shall include the following provisions:

During the performance of this Contract, the Contractor, for himself, his assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

- (a) The Contractor will comply with the provisions of Chapter 151B, as amended, of the General Laws of Massachusetts relative to non-discrimination which are incorporated herein by reference and made a part of this Contract.
- (b) In the performance of work under this Contract, the Contractor shall not discriminate in employment practices or in the selection or retention of subcontractors or in the procurement of materials or rental of equipment on the grounds of race, color, religion, or national origin, or on the grounds of age or sex except when age or sex is a bona fide occupational qualification.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of such notice in conspicuous places available to employees and applicants for employment.

- (c) In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract and for the procurement of materials and equipment, each potential subcontractor or supplier shall be notified in writing by the Contractor of the Contractor's obligations under this Contract relative to non-discrimination on grounds of race, color, religion, national origin, age or sex, and his obligations to pursue an affirmative course of action as required by paragraph (d).
- (d) The Contractor will pursue an affirmative course of action as required by affirmative action guidelines adopted by the Human Relations Commission in effect on the effective date of the contract, or when calls for proposals are made, whichever is sooner, which are herein incorporated by reference, attached hereto, and made a part of this contract and to the nature and size of his work force, to insure that applicants are sought and employed, and that employees are treated, during their employment, without regard to their race, color, national origin or ancestry, or religion. No changes in affirmative action guidelines hereinafter adopted by the Commission shall be effective with respect to contracts already in effect, without the express written consent of the contractor.

# 11.A.

(e) In the event the Contractor fails to comply with the foregoing non-discrimination provisions of this Contract, the contracting agency of the Town, upon advice and counsel of the Human Relations Commission, shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

- (1) withholding of payment due the Contractor under this contract until the Contractor complies, and/or
- (2) cancellation, termination or suspension of this Contract, in whole or in part.

For the purposes of this section the contracting agency of the Town shall accept as proof of noncompliance with the provisions of Section 4.4.1(a), only final orders or decisions of the Massachusetts Commission Against Discrimination.

(f) The provisions of this section shall be deemed supplementary to, and not in lieu of, or in substitution for, the provisions of Massachusetts Law relating to non-discrimination, and other applicable Federal, State or Town law, by-law, rule, regulation and directive relative thereto. In the event of a conflict between the provisions of this section and, where inserted or incorporated in this contract, an applicable state or federal law, rule, regulation or directive, the conflicting provisions of the latter shall control.

## SECTION 4.4.2 EXEMPTIONS

The requirements of Section 4.4.1 shall not apply to the following contracts:

- (a) Whenever work is to be or has been performed outside the state and no recruitment of workers within the state is involved
- (b) those involving standard commercial supplies or raw materials
- (c) When the contractor is a club exclusively social, or a fraternal association or corporation, if such club, association or corporation is not organized for private profit
- (d) when the contractor employs fewer than six persons
- (e) when the total value of the contract is less than \$10,000.00
- (f) contracts involving joint purchases with the state
- (g) contracts with the Commonwealth for construction of public works
- (h) contracts for financial assistance with a government or governmental agency
- (i) notes and bonds of the Town
- (j) employment by the Town of officers and employees of the Town
- (k) whenever it is deemed necessary or appropriate the SelectBoard, upon the advice and counsel of the Human Relations Commission, may exempt any contract not covered by the foregoing exemptions from the operation of this By-law in whole or in part.

## SECTION 4.4.3 REQUEST FOR PROPOSALS

All requests for proposals for contracts subject to the provisions of this Article shall include a statement notifying all bidders that the contract awarded pursuant to the proposal is subject to the provisions of this Article of the By-laws, relating to non-discrimination in employment.





TOWN OF BROOKLINE  
*Massachusetts*

DEPARTMENT OF FINANCE

PURCHASING DIVISION

333 Washington Street  
Brookline, MA 02445  
617-730-2195  
Fax: 617-264-6446

**PROPOSAL SIGNATURE FORM**

The undersigned, hereafter called the proposer, having fully familiarized himself with all of the proposer documents, hereby agrees and declares:

1. That prices inserted cover all services, labor, materials, transportation, insurance, and all other necessary expenses to fulfill the conditions of the contract within the time stated.
2. That if a substitute manufacturer's name or model number is not inserted by the proposer under the appropriate column, it is understood that the proposer will furnish only the specified item and no substitute will be accepted.
3. Pursuant to M.G.L. Ch. 62C, sec. 49A, the proposer hereby certifies that the proposer has filed all state tax returns and paid all state taxes required under law.
4. The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

**The following items are to be completed by the proposer:**

Title of Proposal \_\_\_\_\_

Guaranteed Date of Completion \_\_\_\_\_

Company Name \_\_\_\_\_

Company Address \_\_\_\_\_

Social Security or Federal Identification Number \_\_\_\_\_

Our company is: A Corporation \_\_\_\_\_ A Partnership \_\_\_\_\_ Individually Owned \_\_\_\_\_

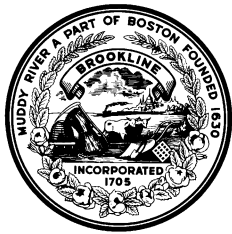
Signature of Company Official \_\_\_\_\_

Telephone Number \_\_\_\_\_

Facsimile Number \_\_\_\_\_

Email Address \_\_\_\_\_

Terms: \_\_\_\_\_ % \_\_\_\_\_ Days, Net \_\_\_\_\_ Days



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**CERTIFICATE OF NON – COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

\_\_\_\_\_  
Signature of individual submitting bid or proposal

\_\_\_\_\_  
Name of Business

**TAX COMPLIANCE CERTIFICATE**

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_  
Signature of individual submitting bid or proposal

\_\_\_\_\_  
Name of Business



TOWN OF BROOKLINE  
*Massachusetts*

DEPARTMENT OF FINANCE  
PURCHASING DIVISION

333 Washington Street  
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**Certificate of Compliance with Article 4.4  
FAIR EMPLOYMENT PRACTICES WITH REGARD TO CONTRACTS  
of the Town of Brookline By-Laws**

I, \_\_\_\_\_ (printed name of individual/employer contracting with the Town) hereby certify that I shall comply with the Fair Employment Practices in fulfilling the terms of the contract that I propose to enter into with the Town of Brookline, and to which this Certificate is appended. By its signature on this Certification, the undersigned indicates it has reviewed Article 4.4 of the General Bylaws of the Town of Brookline and agrees to incorporate into an Agreement the necessary provisions related to fair employment practices and non-discrimination.

Signed under the pains of penalties of perjury, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_;

\_\_\_\_\_  
Contractor

**Certificate of Compliance with Article 4.5  
DISCRIMINATION PROHIBITION WITH REGARD TO CONTRACTS  
of the Town of Brookline By-Laws**

I, \_\_\_\_\_ (printed name of individual/employer contracting with the Town) hereby certify that I shall not discriminate against any individual because of such individual's race, color, religious creed, national origin, sex, sexual orientation, age or ancestry in fulfilling the terms of the contract that I propose to enter into with the Town of Brookline, and to which this Certificate is appended. By its signature on this Certification, the undersigned indicates it has reviewed Article 4.5 of the General Bylaws of the Town of Brookline and agrees to incorporate into an Agreement the necessary provisions related to non-discrimination.

Signed under the pains of penalties of perjury, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_;

\_\_\_\_\_  
Contractor

# 11.A.

## **Certificate of Compliance with Article 4.8 LIVING WAGE of the Town of Brookline By-Laws**

I, \_\_\_\_\_ (printed name of individual/employer contracting with the Town) hereby certify that I shall pay the Living Wage in fulfilling the terms of the contract that I propose to enter into with the Town of Brookline, and to which this Certificate is appended. By its signature on this Certification, the undersigned indicates it has reviewed Article 4.8 of the General Bylaws of the Town of Brookline and agrees to incorporate into an Agreement the necessary provisions related to Living Wage.

Signed under the pains of penalties of perjury, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_;

\_\_\_\_\_  
Contractor

**CERTIFICATE OF VOTE**

I, \_\_\_\_\_, Clerk of

\_\_\_\_\_, hereby certify that, at a meeting of

the Board of Directors of said Corporation duly held on \_\_\_\_\_, 20\_\_\_\_, at which a quorum was present and voting (Date must be earlier than contract) throughout, the following vote was duly passed and is now in full force and effect:

"VOTED: That \_\_\_\_\_  
(NAME OF OFFICER AUTHORIZED TO SIGN FOR CORPORATION)

be and hereby is authorized, directed and empowered for, in the name and on behalf of this Corporation to sign seal with the corporate seal, execute, acknowledge and deliver all contracts, bonds and other obligations of this Corporation; the execution of any such contract, bond or obligation by such \_\_\_\_\_ to be valid and

(NAME OF OFFICER)

binding upon this Corporation for all purposes, and that a certificate of the Clerk of this Corporation setting forth this vote shall be delivered to the Town of Brookline; and that this vote shall remain in full force and effect unless and until the same has been altered, amended or revoked by a subsequent vote of such directors and a certificate of such later vote attested by the Clerk of this Corporation is delivered to the Town of Brookline."

I further certify that \_\_\_\_\_ is the  
(NAME OF OFFICER)

duly elected \_\_\_\_\_ of said Corporation.  
(TITLE)

Signed \_\_\_\_\_  
(CLERK-SECRETARY)

Place of Business: \_\_\_\_\_

Date of Contract: \_\_\_\_\_

**AFFIX CORPORATE SEAL**

COUNTERSIGNATURE: \_\_\_\_\_  
(NAME AND TITLE OF OFFICER)

In the event that the Clerk or Secretary is the same person as the Officer authorized to sign that contract or other instrument for the Corporation, this certificate must be countersigned by another officer of the Corporation.

**ARTICLE 4.8  
LIVING WAGE BY-LAW**

SECTION 4.8.1 TITLE

This By-Law shall be known as the "Living Wage By-Law."

SECTION 4.8.2 LIVING WAGE

- (a) The town of Brookline ("town") shall pay each of its employees no less than \$10.30 an hour except as provided in Section 4.8.5 and in collective bargaining agreements with the town under G.L. c. 150E, section 7.
- (b) The wage prescribed in paragraph (a) of this Section 4.8.2 shall be known as the "living wage" and shall be adjusted annually by the same percentage and on the same schedule relative to wage adjustments given to full-time, nonunion town employees on the town's general pay schedule, beginning in the year 2003.
- (c) The living wage shall also be adjusted annually at the time of and after the adjustment set forth in paragraph (b) of this Section 4.8.2 if necessary to insure that as so adjusted, it is at least one dollar more than the state minimum wage in effect under G.L. c.151 at the time of such adjustment.

SECTION 4.8.3 MINIMUM WAGE

The compensation of employees exempted from the living wage under paragraphs (a), (b), (c) (d) and (f) of Section 4.8.5 shall be adjusted annually at the same time as the adjustment referred to in paragraph (b) of Section 4.8.2 if necessary to insure that the hourly wage is at least one dollar more than the state minimum wage in effect under G.L. c.151 at the time of such adjustment.

SECTION 4.8.4 NOTICE

The town shall provide each employee with a fact sheet about this By-Law and shall post current notices about the By-Law in conspicuous locations in town buildings and link such notices conspicuously on the home web pages of the town's Human Resources and Purchasing Departments as well as those of the Human Resources and Administration and Finance Offices of the

## 11.A.

Public Schools of Brookline (PSB). These fact sheets and postings shall include:

- (a) notice of the living wage amount;
- (b) notice of the town minimum wage amount under Section 4.8.3;
- (c) a summary of the By-Law provisions;
- (d) notice that a person claiming to be aggrieved by a violation of this By-Law may file a grievance under the town's Human Resources By-Law (Section 3.15.11) or, if a PSB employee, a complaint with the Assistant Superintendent for Human Resources or such other person with similar authority and duties or, if a covered employee under Section 4.8.6(a), a complaint with the town's Chief Procurement Officer or the Board of Selectmen as provided under Section 4.8.6(c); notice that upon exhaustion of this administrative remedy, such person may seek appropriate legal relief.

### SECTION 4.8.5 EXCEPTIONS

The town shall not be required to pay the living wage to the following persons:

- (a) seasonal employees who work less than six months in any twelve-month cycle;
- (b) employees participating in a work-study or cooperative educational program;
- (c) employees whose positions are funded, in full or in part, by Community Development Block Grant or State Elder Services Grant monies;
- (d) town library Junior Library Pages;
- (e) Putterham Meadows Golf Course rangers;
- (f) town junior, part-time positions funded by a Recreation revolving fund, specifically, Jr. Swim Coach, Jr. Swim Instructor, Jr. Lifeguard, Jr. Skate Guard, Jr. Referee, Jr. Assistant Recreation Leader, Jr. Camp Counselor, Jr. Camp Instructor, Jr. Skate Concessions;

# 11.A.

- (g) volunteers and all persons appointed or elected to town committees;
- (h) elected officers of the town.

## SECTION 4.8.6

### a. Definitions:

In construing SECTION 4.8.6, the following words shall have the meanings herein given, unless a contrary intention clearly applies.

*Covered employer* means anyone who has been awarded a service contract or subcontract with the Town after the effective date of the By-law.

*Covered Employee* means any employee who performs direct services for the purpose of fulfilling the covered employer's contractual obligations, provided however, employees who perform services that are incidental to the execution of the contract are not covered employees.

*Person* means one or more of the following or their agents, employees, servants, representatives, and legal representatives: individuals, corporations, partnerships, joint ventures, associations, labor organizations, educational institutions, mutual companies, joint-stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers, fiduciaries, and all other entities recognized at law by this commonwealth,

*Services* means the furnishing of labor, time, or effort by a contractor and/or covered employer.

*Service contract* means a contract for services awarded to a vendor by the town for no less than the following amounts: (i) \$25,000.00 for contracts commencing in fiscal year 2006, (ii) \$10,000.00 for contracts commencing in fiscal year 2007 (iii) \$5,000.00 for contracts commencing in fiscal year 2008 and thereafter. Any bids opened prior to fiscal year 2006 shall not be subject to this article.

### b. Application of Living Wage By-Law to Contracts

After the applicable date of this By-Law, the guidelines outlined in the Living Wage By-Law, Section 4.8.2 Living Wage,



## 11.A.

shall apply to all service contracts of the Town of Brookline.

These guidelines shall be followed to ensure that all covered employers shall pay their covered employees (both as defined above) providing services to the Town of Brookline and any of its Departments a Living Wage as defined in Article 4.8 Section 2.

### c. Enforcement

*Grievance procedures and nondiscrimination.* Any covered employee who believes that his or her employer is not complying with requirements of this article applicable to the employer has the right to file a complaint with the town's Chief Procurement Officer or Board of Selectmen. Complaints of alleged violations may also be filed by concerned citizens or by a town official or employee. Complaints of alleged violations may be made at any time and shall be investigated promptly by or for the officer or board that received the Complaint. To the extent allowed under the Public Records Law, G.L.c.66, statements, written or oral, made by a covered employee, shall be treated as confidential and shall not be disclosed to the covered employer without the consent of the covered employee.

*Investigations.* The Chief Procurement Officer or Board of Selectmen who received a complaint, as aforesaid, shall investigate or have the complaint investigated and may, in conjunction with the Town Counsel, require the production by the covered employer of such evidence as required. The covered employer shall submit payroll records (meaning records that relate to wages paid) upon request, and the failure to comply with the request may be a basis for terminating any contract between the parties. Upon receipt by the town of information of possible noncompliance with the provisions of this article, the covered employer shall permit representatives of the Chief Procurement Officer or Board of Selectmen to observe work being performed upon the work site, to interview employees and to examine payroll records, the books and records relating to the payrolls being investigated, to determine whether or not the relevant payment of wages complies with this By-Law.

*Retaliation and Discrimination Barred.* A covered employer shall not discharge, reduce the compensation of, or otherwise discriminate against any employee for making a complaint to the Town or otherwise asserting his or her rights under this article, participating in any of its proceedings or using any civil remedies to enforce his or her rights under the article. The Town shall investigate allegations of retaliation or

## 11.A.

discrimination and may, in conjunction with Town Counsel, and in accordance with the powers herein granted, require the production by the employer of such evidence as may be deemed necessary or desirable during such investigation.

### d. Remedies

In the event that the town shall determine, after notice and hearing, that any covered employer has failed to pay the living wage or has otherwise violated the provisions of this article:

- (1) The town may pursue the following remedies and relief:
  - a. Fines not to exceed \$300.00 for each week, for each employee found to have not been paid in accordance with this article; and
  - b. Suspension of ongoing contract and subcontract payments.
- (2) If the covered employer has failed to pay the living wage, the town may terminate all service contracts with the covered employer unless appropriate relief, including restitution to each affected covered employee, is made within a specified time.
- (3) If the covered employer has discharged, reduced the compensation or otherwise discriminated against any covered employee for making a complaint to the town, otherwise asserting his or her rights under this article, participating in any of its proceedings or using any civil remedies to enforce his or her rights under the ordinance, the town may terminate all service contracts with the covered employer unless appropriate relief, including restitution to each affected covered employee and reinstatement of each discharged covered employee, is made within a specified time.

### SECTION 4.8.7 SEVERABILITY

If any portion or provision of this By-Law is declared invalid or unenforceable by a court of competent jurisdiction or the Office of the Attorney General, the remaining provisions shall continue in full force and effect.

Updated May 28, 2015

11.A.

**KARL F. SEIDMAN** | CONSULTING  
SERVICES

**Technical Proposal for Consulting Services**

to

**City of Brookline Purchasing Department**

and

**Department of Planning and Community Development**

for

**Linkage Nexus Study Consultant**

Submitted by:

**KARL F. SEIDMAN** | CONSULTING  
SERVICES

93 Wright Road  
Concord, MA 01742

with

ConsultEcon, Inc.  
545 Concord Avenue #101  
Cambridge, MA 02138

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Mr. David Geanakakis  
City of Brookline Purchasing Division  
333 Washington Street  
Brookline, MA 02445

Dear Mr. Geanakakis:

I am pleased to submit this proposal to undertake an affordable housing linkage nexus study for the City of Brookline. Brookline is seeking a consultant to prepare a nexus study to evaluate the potential to establish a commercial linkage fee and determine the fee rates and policies if the linkage fee program is established.

The consultant team that I have assembled for this project includes my firm, Karl F. Seidman Consulting Services, and ConsultEcon, Inc. Karl F. Seidman Consulting Services and ConsultEcon, Inc. have worked together for over 15 years and are well versed in the economic and commercial real estate market issues related to projecting potential development, analyzing how this economic growth will impact the demand for affordable housing and the financial basis for setting a linkage fee rate. This locally based team has completed eight prior linkage fee nexus studies including a recent study for Watertown that was used to secure a home rule petition authorizing linkage fees, three nexus studies for Somerville (2013, 2017 and 2022), a 2015 study for Cambridge that led to new housing linkage fees and major amendments to its ordinance and a 2019 update for Cambridge, a 2019 study for Everett and housing and jobs linkage studies for Boston in 2016 and 2022.

The terms of this technical proposal and the separately submitted price proposal for the Linkage Fee Nexus Studies are firm for 120 days from March 8, 2023.

I am excited about the opportunity to work with Brookline in addressing this important policy and committed to completing a high-quality analysis and report within a six-month project schedule.

Sincerely,



Karl F. Seidman  
President

## Consultant Team Roles, Qualifications and Demographic Data

Karl F. Seidman Consulting Services and ConsultEcon, Inc. are collaborating to undertake this important study. Detail on the team members and each firm's qualifications are provided below.

### Team Roles

**Karl F. Seidman Consulting Services** will be the prime contractor. The firm's principal will be responsible for the analysis of economic and real estate trends, projecting of new development and occupant industries in Brookline, overseeing the employee survey, and estimating the demand for affordable housing from projected new development. He will also analyze linkage fee policy options and prepare the recommended linkage fees and policies, drawing on analysis and input from ConsultEcon, Inc. Karl F. Seidman will oversee the preparation of the final deliverables and attend all meetings with the Linkage Fee Working Group.

**ConsultEcon, Inc.** will be responsible for analyzing housing conditions and trends, estimating the total cost and financing gap to build new affordable housing to address the demand generated by projected new development and the associated warranted linkage fee. ConsultEcon, Inc will also assist in preparing the recommended linkage fees and policies in collaboration with Karl F. Seidman. Robert Brais, James Stevens and Kaylie Mellott will be the ConsultEcon, Inc. staff undertaking these components of the project work plan.

### Team Qualifications

Karl F. Seidman Consulting Services and ConsultEcon, Inc. have collaborated to complete eight linkage fee nexus studies. In addition to our experience with comparable nexus studies, our team is well-versed in the economic and real estate market issues related to projecting potential development, the type of jobs that it will attract to Brookline and how this economic growth will impact the demand for affordable housing and to evaluate policy issues associated with linkage fees. Collectively, our team brings experience in affordable housing and commercial development economics and finance that are critical to defining housing linkage fees and how they can contribute to the overall funding needs of affordable housing projects.

**Karl F. Seidman Consulting Services** advises public and private sector clients on the planning, implementation, and evaluation of economic development strategies and programs and on the analysis, planning, and financing of real estate development projects. The firm's capabilities include:

- commercial district revitalization plans;
- development finance;
- economic development planning and strategy formulation;
- industry and market analysis;
- program design and evaluation;
- real estate development finance and feasibility analysis; and
- technical assistance and training.

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Since its formation in mid-1995, Karl F. Seidman Consulting Services has completed over 125 projects for federal government agencies, state government agencies, local governments, nonprofit organizations, and private foundations, corporations, and developers.

Karl F. Seidman, the firm principal, has over forty years of professional experience. As Senior Lecturer at MIT's Department of Urban Studies and Planning for 25 years, he taught graduate courses in Economic Development Planning, Economic Development Finance, and Revitalizing Urban Main Streets. His MIT courses completed over 100 technical assistance projects for development finance organizations, 20 economic development plans, and 13 Main Street revitalization plans, including award-winning revitalization plans for New Orleans' St. Claude Avenue and Boston's Bowdoin Geneva, Hyde Park, Egleston Square, and Hyde-Jackson Square commercial districts. He previously served as Deputy Director and Chief Financial Officer for MassDevelopment, a state agency that finances and manages redevelopment projects. His experience includes the preparation of economic development and commercial district plans and strategies, the design, management, and evaluation of housing, development finance and economic development programs, and the financing and supervision of complex development projects.

**ConsultEcon, Inc.** was established in 1991 to provide services to clients in the areas of project and plan concept development, evaluation and implementation, in the fields of real estate, community economic development, adaptive reuse, visitor attractions and tourism. Our services include:

- ◆ ***Market and Financial Feasibility Studies:*** Evaluation of the market support for and financial feasibility of real estate projects, downtown and neighborhood commercial districts, and visitor and recreational attractions.
- ◆ ***Business and Master Plans:*** Development of business plans and master plans for real estate and community projects including retail strategies and downtown redevelopment, and arts, cultural and community facilities.
- ◆ ***Real Estate Development Strategies:*** Regional and state-and city-wide development strategies focusing on commercial real estate and leisure time facilities and programs.
- ◆ ***Socio-Economic Impact Evaluations:*** Analysis of the economic and fiscal impacts associated with project and program development.
- ◆ ***Project Implementation:*** Targeted strategies for achieving project and plan implementation.
- ◆ ***Management and Operational Analysis:*** Evaluation of management and operational aspects of programs and projects.

Staff of the firm has many years of experience serving a wide range of clients, including developers, financial institutions, government agencies and non-profit organizations. We understand the needs and motivations of both the private and public sectors. Since its founding, the firm has completed over 1,000 assignments that relate to many issues relevant to community development, fiscal and economic impact analysis, and project feasibility assessment. This includes economic development strategies, downtown studies, adaptive reuse, housing, commercial, recreational and tourism development projects, institutional uses and more.

We maintain extensive reference files to assist us with our work. Much of this work has been in multidisciplinary settings where associated professionals have worked to develop projects, or to generate process-oriented solutions to complex development problems through market, management, financial analysis, and implementation-oriented plans.

### **James Stevens, AICP, Principal**

Mr. Stevens is a certified city planner and management consultant with 16 years of experience delivering strategic and business plans, market studies, and financial plans for arts, cultural and heritage organizations. He also specializes in regional, city and neighborhood plans that focus on housing, community economic development, and arts and cultural development. He has been the project manager and lead analyst for all of the nexus studies completed in conjunction with Karl F. Seidman. Mr. Stevens has a master's degree in city planning from the Massachusetts Institute of Technology. He received a bachelor's degree in history from Cornell University and is a member of the American Institute of Certified Planners.

### **Robert E. Brais, Vice President**

Mr. Brais has over 30 years of experience arts and cultural planning and development. He consults with an array of client types including national, state and local governments and agencies, non-profit institutions, foundations, developers, financial institutions, corporations and universities. His expertise includes highest and best use and market support studies, business and operations plans, project implementation plans, land economics, economic and fiscal impact assessment, and tourism development strategies. Prior to his consulting career, Mr. Brais had experience in real estate evaluation and in retail management. Mr. Brais has an M.B.A. from the University of North Carolina At Chapel Hill and a B.A. in Economics and Political Science with honors from Boston College.

### **Kaylie Mellott, Research Associate**

Ms. Mellott is a research associate who supports senior staff on various assignments, including a regional housing study in Bangor, ME and a business plan for the Torpedo Factory Art Center in Alexandria, VA. Ms. Mellott received her Master of Arts and Teaching, Museum Education from The George Washington University where she was the President of the Museum Education Student Association and received the Rossetta A. and Sadie B. Feldman Fellowship in Museum Education. Prior to that she attended Miami University where she received her M.A. in History, emphasis on Public History, and her B.A. in History, emphasis on 18th Century America.

## **Demographic Information**

Karl F. Seidman is the owner and sole employee of his consulting practice.

ConsultEcon, Inc. consists of 7 employees, of which 3 are women. Thomas J. Martin is the sole owner of the company. ConsultEcon has 2 employees in administrative positions including the owner, of which 1 is male and 1 is female, and the remaining 5 are consultant professionals, 3 males and 2 females, for the total of 7 employees.

There are no employees of African-American, African, Hispanic, East Asian, or South Asian descent at either firm.



## References

### *1. Boston Housing and Jobs Linkage Nexus Study*

Karl F. Seidman Consulting Services was the prime contractor that conducted and managed this project to update the city's housing and jobs linkage fees and policies. The study included a review and history of the existing policies, a macroeconomic analysis of Boston's economy, demographics and housing conditions, projecting the amount and type of new non-residential development, assessing its impact on the demand for affordable housing and employment opportunities, estimating the affordable housing funding gap and job training funding gap to be filled, analyzing the potential impact of fee changes on the economics of new development and recommending changes to the housing and jobs linkage fees and policies. The report provided the basis for linkage fee changes recently approved by the Boston Planning and Development Agency. ConsultEcon, Inc. was a subcontractor.

**Contact:** Tim Davis, Deputy Director, Policy Development and Research  
 Mayor's Office of Housing  
 12 Channel Street, 9th floor  
 BOSTON, MA 02210  
 Phone: 617-635-0242  
 Email: tim.davis2@boston.gov

### *2. Cambridge Incentive Zoning Ordinance and Jobs Nexus Study*

Karl F. Seidman Consulting Services was the prime contractor that conducted and managed this project to update the city's housing contribution (linkage fee) rate and policies and conduct an analysis to determine the nexus and supportable fee for a new jobs contribution or linkage fee. The study included a review of the existing housing contribution policies, projecting the amount and type of new commercial development, assessing its impact on the demand for affordable housing and employment opportunities, estimating the affordable housing funding gap and job training funding gap to be filled, analyzing the potential impact of fee changes on new development and recommending changes to the housing contribution fees and policies and a jobs linkage fee. ConsultEcon, Inc. was a subcontractor.

**Contact:** Chris Cotter, Housing Director  
 City of Cambridge Community Development Department  
 344 Broadway  
 Cambridge, MA 02139  
 Phone: 617/349-4634  
 Email: ccotter@cambridgema.gov

### *3. Watertown Affordable Housing Linkage Fee Nexus Study*

Karl F. Seidman Consulting Services was the prime contractor to undertake a nexus study to establish an affordable housing linkage fee in Watertown. The study includes analysis of real estate and employment trends, projecting the amount and type of new commercial development, completing an employee survey, assessing its impact on the demand for affordable housing, estimating the affordable housing funding gap to be filled, analyzing the potential impact of fee changes on new development, and recommending fee levels and policies for a new housing linkage fee. ConsultEcon, Inc. was a subcontractor. The study was the basis for a home rule petition filed with the Massachusetts legislature in 2022 and enacted.

**Contact:** Larry Field, Senior Planner/Housing  
City of Watertown Department of Community Development and Planning  
149 Main Street, 3<sup>rd</sup> Floor  
Watertown, MA 02472  
Phone: 617-972-6417  
Email: [lfield@watertown-ma.gov](mailto:lfield@watertown-ma.gov)

## Consultant Team Experience

Below is a list of linkage nexus studies completed by Karl F. Seidman Consulting Services in collaboration with ConsultEcon, Inc. in the past ten years:

**Boston Housing and Jobs Linkage Nexus Study (2022).** This study updated Boston's housing and jobs linkage fees and policies. The study included a review and history of the existing policies, a macroeconomic analysis of Boston's economy, demographics and housing conditions, projecting the amount and type of new non-residential development, assessing its impact on the demand for affordable housing and employment opportunities, estimating the affordable housing funding gap and job training funding gap to be filled, analyzing the potential impact of fee changes on the economics of new development and recommending changes to the housing and jobs linkage fees and policies. The report provided the basis for linkage fee changes recently approved by the Boston Redevelopment Authority. ConsultEcon, Inc. was a subcontractor. Client: Boston Mayor's Office of Housing.

**Somerville Linkage Nexus Study (2022).** This study updated Somerville's housing and jobs linkage fees and policies. The study included an analysis of the impact of existing policies on development in Somerville, a legal analysis of the basis for linkage fees, projecting the amount and type of new non-residential development, assessing its impact on the demand for affordable housing and employment opportunities, estimating the affordable housing funding gap and job training funding gap to be filled, analyzing the potential impact of fee changes on the economics of new development, analyzing the impact of several changes to existing policies and recommending changes to the housing and jobs linkage fees and policies. ConsultEcon, Inc. was a subcontractor. Client: Somerville Mayor's Office of Strategy Planning and Community Development.

**Watertown Commercial Development and Housing Nexus Study (2021-2022).** This study was conducted to advise the City of Watertown on establishing a new housing linkage fee. It included projecting the amount and type of new non-residential development, assessed its impact on the demand for affordable housing, projected the funding gap to develop required housing and recommended options for a new housing linkage fee and policies. Client: Watertown Department of Planning and Community Development.

**Cambridge Incentive Zoning and Jobs Linkage Nexus Study (2018-2019).** This study updated an earlier study completed in 2015 and included an analysis of employment opportunities, training needs and the warranted rates for a new jobs linkage fee. It projected the amount and type of new commercial development, assessed its impact on the demand for affordable housing and workforce training needs to recommend housing and jobs linkage fees and policies. The study included analyses of projected affordable housing and working training funding gaps along with recommendations for new linkage fee levels and policies. An analysis of the impact of warranted fees on development returns and rents that might impact the city's future economic development was also conducted. Client: Cambridge Community Development Department.

**Everett Housing Nexus Study (2018).** Karl F. Seidman Consulting Services subcontracted to ConsultEcon, Inc. for this study for the City of Everett. The study included projecting the amount

and type of new commercial development, assessing its impact on the demand for affordable housing, estimating the affordable housing funding gap to be filled and recommending warranted housing linkage fees and polices. Client: City of Everett.

**Somerville Housing and Jobs Nexus Study (2017).** This study updated Somerville’s housing linkage fees and policies and provided the basis for setting the rates and policies for a newly authorized jobs linkage fee. The study projected the amount and type of new commercial development, assessed its impact on the demand for affordable housing and workforce needs to recommend housing and jobs linkage fees and polices. It also included analysis of projected affordable housing and working training funding gaps along with recommendations for new linkage fee levels and policies. This study included an analysis of the impact of proposed fees and other impact fees on Somerville’s competitiveness in attracting new development. Somerville implemented a new jobs linkage fee and adjusted its housing linkage rates based on this report. Client: Somerville Mayor’s Office of Strategy Planning and Community Development.

**Boston Housing and Jobs Nexus Study (2016).** This nexus study was undertaken to update Boston’s affordable housing and jobs linkage fees. The study included a historic review and analysis of the existing policies, economic and market analysis to project the amount and type of new commercial development, assessing its impact on the demand for affordable housing and workforce needs, quantifying the affordable housing and working training funding gaps to address projects impacts and recommendations for new linkage fee levels and policies. An analysis of the impact of proposed fees on Boston’s competitiveness in attracting new development was also completed. Client: Boston Planning and Development Agency.

**Cambridge Incentive Zoning Ordinance Nexus Study (2014-2015).** This study was conducted to update the city’s housing contribution rate and policies. The study included projecting the amount and type of new commercial development, assessing its impact on the demand for affordable housing, estimating the affordable housing funding gap to be filled and recommending changes to the housing contribution (linkage) fees and polices. This study led to policy changes that expanded the application of linkage fees and increased their level to better reflect development impacts. Client: Cambridge Community Development Department.

**Somerville Housing Linkage Nexus Study (2013).** This study was conducted to update Somerville’s housing linkage fee. It projected the amount and type of new commercial development, assessed its impact on the demand for affordable housing, projected the funding gap to develop required housing and recommended new housing linkage fee and polices. This study also analyzed and made recommendations for changes in the uses to which the fee applies and other policies issues as well as analyzing the workforce impacts of new development and recommendations for a new jobs linkage fee. Study Client: Somerville Office of Strategy Planning and Community Development.

## **Karl F Seidman Consulting Services Additional Related Experience**

The firm has completed market analysis, feasibility studies and impact analysis for development projects, economic development plans and city downtown, waterfront, and master plans. Recent examples include:

**Cambridge Zoning Petition Development Economics Analysis** - Karl Seidman Consulting Services and Karp Strategies serve as the Cambridge's on-call consultant to evaluate the financial impact of zoning petitions that add more than 50,000 SF of new development along with the value of developer commitments to provide public and community benefits. The scope of work includes determining the development impact of petitions, financial data collection and modeling of development without and with the zoning petition, quantifying the value of public/community benefits, preparing concise memos to explain the zoning petition impact and results of the financial analysis and presenting results to the Planning Board and City Council.

**New Bedford State Pier Use and Opportunity Analysis** - Karl Seidman Consulting Services was the prime contractor, subcontracting with Karp Strategies and Jacobs Engineering, to analyze market opportunities and revenue potential for multiple uses at this state-owned property managed by MassDevelopment. Five use options were analyzed: warehouse lease; sea freight operations, off-shore wind; freight ferry service to Martha's Vineyard and Nantucket; and retail. Estimate revenue for feasible options were projected and compared along with recommendations on next steps and implementation issues.

**Downtown New Bedford District Increment Financial (DIF) Feasibility Study** - In collaboration with Karp Strategies, Karl F. Seidman Consulting Services analyzed the feasibility of establishing a DIF District in downtown New Bedford to use tax increment financing to finance development projects and other improvements. The study included identifying a development pipeline of over 20 properties, determining new uses for each property, and estimating future assessed values and tax revenue.

### **ConsultEcon, Inc. Additional Related Experience**

In addition to the nexus studies for the cities of Cambridge, Somerville, Boston and Everett detailed above, ConsultEcon has completed over 100 projects in Massachusetts cities and towns, including market and planning studies and economic and fiscal impact analyses. Our real estate advisory services encompass land use economics, housing and commercial market studies, financial feasibility studies, and economic and fiscal impact analysis. As a longstanding Cambridge-based company, we are intimately familiar with long term market and economic trends in Boston area real estate development.

**Pawtucket & Central Falls, Rhode Island** – Provided input to a multi-disciplinary team planning for the future of economic development in Pawtucket and Central Falls, Rhode Island. Tasks included participation meetings with the project steering committee and other stakeholders, assessment and analysis of existing plans and studies, and review of data regarding economic growth and target area, workforce and business development. ConsultEcon's work supported the recommendations and implementation plans created by the team.

**Cambridge Street Corridor Plan: Cambridge, MA** – Prepared a housing market and real estate analysis for a plan for mixed use commercial corridor from Inman Square to Lechmere. The plan is a comprehensive approach with numerous interdisciplinary city staff and consultants, community planning and engagement, urban design, housing, transportation, and economic development.

**Everett Commercial Triangle Urban Renewal Plan: Everett, MA** – Provided residential and commercial market analysis in support of the plan to help reposition the historically industrial “Triangle Area” for new mixed use residential and commercial development by integrating economic development, land use, resiliency, and transportation planning. This work was conducted as part of a multi-disciplinary team. CEI attended meetings and worked closely with City officials and local stakeholders to develop a viable strategy. This effort was built upon past work, considering market realities, and identifying implementation tools for the community to realize the best outcomes for future development.

**Everett Casino Impacts: Everett, MA** – Provided support for City of Everett related to neighboring community socio-economic impacts of a proposed casino in Everett. Tasks included preparation of questions and comments related potential direct or indirect socio-economic impacts on Everett, as well as summarizing and analyzing the various studies and responses relative to the casino’s impact. Also conducted evaluation of the agreements prepared to date and the experience of other neighboring Massachusetts communities in negotiating those agreements.

**Sudbury Fiscal Impact Review: Sudbury, MA** – Peer reviewed a fiscal impact analysis of a major mixed-use development proposed for the Town of Sudbury. At issue were tax generation, new students and fiscal expenditures due to project. The project includes: 358 housing units comprised of market rate 55+ age housing, assisted living, market rate and affordable housing and an 80,000 SF shopping plaza anchored by a new grocery store. The review indicated changes needed in the developer’s fiscal impact analysis; these were adopted by the developer. In addition, ConsultEcon prepared for the Town’s information an estimate of the cost of municipal services of the former land use.

## Approach and Work Plan

Our recommended approach is based on integrating several information sources to understand the scale and type of development that Brookline is likely to attract over the next 10 years and analyzing how this new development will impact affordable housing demand within Brookline. These impacts will then be translated into the specific number of new units of affordable housing needed to meet this demand, the cost of developing this housing, and the warranted housing linkage fee to help fund these costs. To formulate fee and policy recommendations, our analysis will estimate the impact of linkage fee options on development and Brookline’s competitive position in attracting future economic development. Final recommendations will incorporate these factors and apply best practices in housing linkage fee policy implementation based on linkage policies in surrounding communities and elsewhere. A final report and presentation slide deck will be prepared summarizing the study results and recommendations.

This section details the work plan for completing all aspects of the study, along with a timeline for the work plan.

### START-UP MEETING, COLLECT PAST STUDIES, CITY DATA AND BACKGROUND MATERIALS

The study will begin with a start-up meeting with City staff and the Linkage Fee Working Group to discuss the project work plan and schedule, key data needs, and other issues related to the study. It will allow for fine-tuning the work plan, identifying critical tasks and deadlines and facilitate on-going communication between the consultant team and City staff. This task will also include collecting available City data on past and future development projects, studies and plans for development in key corridors and districts, and information on City affordable housing development projects, costs and funding, along with other relevant background reports and information on City housing policies and programs. This meeting will also review the schedule and process for conducting the employee survey and the schedule for meetings with Linkage Fee Working Group.

### TASK 1: PROJECT THE LEVEL OF FUTURE DEVELOPMENT, USES AND EMPLOYMENT IMPACTS

For this task, our analysis will integrate several information and data sources to project the expected level of new non-residential development in Brookline over the next ten years, and the type of industries, jobs, occupations and earnings that this development will attract to the city. This analysis provides the foundation for determining the impact of development on housing demand. The level of new non-residential development will depend on both potential additions to the supply of office, lab, institutional, retail, hotel, and industrial space in the Brookline, and the likely absorption of this space within the regional market. Since Brookline does not have a large pipeline of development projects, future development will partly depend on developer proposals for projects under the Major Impact Projects process and any zoning revisions generated from recent corridor, district and site planning efforts. Consequently, in addition to reviewing City data on past development activity and projects that are permitted, under review and in the planning stage, we will interview developers active in Brookline and selected developers in adjacent communities to assess their interest in pursuing redevelopment projects in the city. We will also speak with key planning staff and other city officials on the likelihood and time frame for zoning revisions. All three sources of information will be used to project potential increases in real estate supply by property type/use. This potential supply must be converted into likely new occupancy

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to determine impacts. To do so, we also will analyze annual net absorption of new space based on pre-leasing in any current projects under development and historic data on Brookline's absorption of space. Brookline's projected new development will incorporate this data on historic absorption rates, its share of new supply, pre-leasing activity for projects under construction and how its competitive position/location advantages in the regional market may generate new development projects, drawing on interviews with commercial real estate brokers and developers.

Next, we will project the industries expected to occupy the newly developed and absorbed space and the number and occupational composition of jobs within these industries. The expected industry occupants will consider several factors:

- development plans, dedicated uses and pre-leasing for proposed projects;
- recent leasing experience in Brookline's non-residential developments; and
- recent employment growth trends within professional services, health care, information technology, life sciences, financial and other key sectors for Brookline and the region.

This analysis will incorporate a review of any planned and proposed developments, interviews with developers, owners and real estate brokers, and an analysis of employment data. The result will be a breakdown of the projected square feet absorbed by industry and the gross number of jobs in each industry that will be housed in this space.

Using Bureau of Labor Statistics data on the occupational breakdown of employment by industry, we will estimate the number of jobs that will be located in Brookline by major occupational group, based on the industries projected to locate within the city. The earnings for these occupations, using metropolitan data, will be used to estimate the income level of workers across industries and occupations and the distribution of the projected employment by earnings/income level.

## **TASK 2: PROJECT HOUSING DEMAND FOR AFFORDABLE HOUSING, BY TENURE AND INCOME LEVEL, GENERATED FROM NEW DEVELOPMENT**

In this phase, we will analyze the impact on the projected employment growth on the demand for affordable housing. This task entails three components:

1. Estimating the share of new employees who will move or seek to reside in Brookline;
2. Projecting the breakdown of this housing demand by different affordable household income levels and type of housing tenure (home ownership and rental housing); and
3. Determining the number of new affordable housing units needed to meet this demand among different affordable household income levels.

The affordable housing income levels and the breakdown of affordable housing demand between rental and ownership units to be used for this analysis will be based on discussions with City staff and the Linkage Fee Working Group.

Two data sources will inform the estimated demand for Brookline housing among new employees. First, survey data from employees working in major non-residential buildings on whether they moved to Brookline or looked for housing in Brookline but were unable to find it as a result of



obtaining a job in the city. Our team will collaborate with City staff to undertake this survey and secure participation from employees that are representative of the range of enterprises expected to locate in new development. Second, American Community Survey data on the percentage of residents who work in the same community where they live will be collected and compared for Brookline and several other communities in the Brookline region. This figure helps establish a “steady-state” level of the long-term housing impact from the employment attracted by new development. Both of these data sources will be considered to estimate the percentage of employees in new non-residential development who will seek to reside in Brookline over a ten-year period and constitute the new housing demand impact.

Drawing upon the distribution of new jobs by income and regional data on the distribution of households by size and number of workers, we will breakdown the new Brookline housing demand by household income level. The conclusion of this part of the analysis will be a “bottom-line” figure for the number of additional affordable housing units needed to meet the new affordable housing demand within Brookline generated by new non-residential development.

### **TASK 3: CALCULATE WARRANTED HOUSING LINKAGE FEE AND FEE OPTIONS**

The warranted housing linkage fee needed to fund the development costs for additional affordable housing units will be calculated by first estimating the total development costs to build these units, drawing upon databases of recent per unit development costs for comparable affordable housing that may be from the available from the City of Brookline and other sources. Next the funding gap to build this housing after the financing that can be supported by resident income will be estimated. A first-order estimate of the required fee will be calculated by dividing this funding gap by the projected square feet of new non-residential development. This first-order estimate will be adjusted by the amount of financing that can be raised by Low-Income Housing Tax Credits, Brookline’s affordable housing programs and other financing sources to provide adjusted housing linkage fee level options.

### **TASK 4: ANALYZE THE IMPACT OF LINKAGE FEES ON DEVELOPMENT**

Before preparing recommendations for fee levels and policies, we will analyze the potential impact of the warranted fee levels and other fee options prepared in Task 3 on future development and the city’s competitiveness for economic development. This analysis will consider how the added cost from new fees may impact development costs, rents and returns for developers and investors, and how these changes may affect Brookline’s potential to attract new tenants and development investment. As part of this analysis, we will incorporate information gained from interviews with developers and commercial realtors.

### **TASK 5: ANALYZE POLICY OPTIONS AND DRAFT RECOMMENDATIONS**

A review of policy options will be conducted and recommendations for the fee level and other policies related to Brookline’s housing linkage fees will be prepared. This review will consider key linkage policy issues including the project size threshold for paying linkage fees, potential space exemption levels, variations in fees by use, and the timing of fee payments. It will also incorporate information on policies in other cities and the assessment of how linkage fee rates impact Brookline’s future economic development and competitiveness. Recommendations will address linkage fee rates, variations in the fee based on development type/use, the square foot

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trigger for developments subject to linkage fees, use of exemptions, payment schedule, adjustments to fee levels over time.

## FINAL DELIVERABLES: PREPARE DRAFT AND FINAL REPORT

A draft report and presentation slide deck will be prepared that explains the methodology used, details the nexus analysis and presents recommendations for the linkage fee level and policies. The draft report and slide deck will be presented to and reviewed with City staff. Based on the comments and suggestions made by City staff, the final report and presentation slides will be prepared. An electronic version of the final study report and presentation slide deck will be provided along with a summary sheet of key findings and recommendations. The consultant team also will determine with city staff what additional data beyond that detailed in the study to share with the city and the appropriate formats.

## MEETINGS AND PUBLIC PRESENTATIONS

In addition to the start-up meeting, the consultant team will meet with City staff and the Linkage Fee Working Group to review interim findings along with key assumptions and policies to apply in different components on the analysis. While the specific meetings will be decided in consultation with the Linkage Fee Working Group, our initial proposal is to hold the following three meetings:

1. review of the future development and employment projections and discuss affordable housing household income levels and housing types;
2. review of affordable housing demand estimates; and
3. review of the warranted housing linkage fee, fee and policy options and discussion of final recommendations.

The consultant team will also support the Linkage Fee Working Group in presentations at four meetings, including the Select Board and the three boards cited in the RFP. This support will include attendance at these meetings.

## PROJECT SCHEDULE

A six-month schedule is proposed to complete the study. Assuming an April 1, 2023 start date, the study would be completed by the end of September 2023. The following chart provides a more detailed schedule for the major project tasks.

TASK	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23
Project Start Up Meeting						
Collect & Review Plans, Studies, & City Data						
Task 1: Project Level of Future Development, Uses & Employment Impacts						
Task 2: Project Affordable Housing Demand from New Development						
Task Three: Calculate Warranted Housing Linkage Fee & Fee Options						
Task Four: Analyze the Impact of Linkage Fees on New Development						
Task Five: Review Policy Options & Prepare Recommendations						
Prepare Draft and Final Report & Deliverables						
Support/attend Board Meeting Presentations						

**Consultant Team Resumes**

## Karl F. Seidman

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### PROFESSIONAL EXPERIENCE

**KARL F. SEIDMAN CONSULTING SERVICES** Cambridge, MA 1995 to Present

**President.** Design, manage and write community and economic development plans and studies. Major accomplishments:

- Conducted market analysis, strategic planning, program design and evaluations for development finance and small business development programs.
- Formulated economic development plans for 30 neighborhoods, communities and regions.
- Prepared feasibility studies, financing plans, and marketing plans for over fifteen development projects in Massachusetts, Florida, Louisiana, New Jersey and Virginia.
- Evaluated the impacts of government, philanthropic and private sector economic and community development programs, policies and initiatives

**MASSACHUSETTS INSTITUTE OF TECHNOLOGY** Cambridge, MA 1994 to 2019  
Department of Urban Studies and Planning

**Senior Lecturer.** Taught graduate-level courses in Economic Development Finance, Economic Development Commercial District Planning and Program Evaluation. Advised students on master's theses. Major accomplishments:

- Supervised over 100 graduate student projects for development finance institutions and 30 economic development plans for local governments and community organizations;
- Oversaw implementation of new practicum course requirement for Master in City Planning degree;
- Designed, raised funding and managed Green Economic Development Initiative.

**MASSACHUSETTS GOVERNMENT LAND BANK** Boston, MA 1987 to 1995  
(now MassDevelopment)

**Deputy Director** (1991 to 1995) **and Treasurer/Director of Administration** (1987-1991) for state authority that finances and undertakes public purpose real estate projects. Major accomplishments:

- Expanded assets from \$35 million to \$120 million;
- Supervised \$60 million in loans to over 70 affordable housing and economic development projects;
- Designed and implemented Pre-development Assistance and Emerging Technology Fund programs;
- Doubled lending volume and expanded development projects through new lending policies, portfolio management system, and cultivation initiative.
- Formulated and built consensus on plan for state regional economic development offices;
- Prepared implementation plan and budget for reuse of 4,400-acre army base (Fort Devens).

**MT. AUBURN ASSOCIATES** Somerville, MA 1986 to 1987

**MASSACHUSETTS GENERAL COURT** Boston, MA 1983 to 1986

Senior Research Director, COMMITTEE ON TAXATION

Senior Research Director and Research Analyst, COMMITTEE ON COMMERCE AND LABOR

### EDUCATION

HARVARD UNIVERSITY, KENNEDY SCHOOL OF GOVERNMENT 1982

Master in Public Policy.

AMHERST COLLEGE 1978

Bachelor of Arts, magna cum laude, in political science.

### PROFESSIONAL/CIVIC ASSOCIATIONS

Council of Development Finance Agencies

Boston Main Streets Foundation Director

International Economic Development Council (member and former Director)

### James Stevens, Principal, AICP

Mr. Stevens has over 15 years of experience in market analysis, business planning, financial modeling, and economic planning and development. Areas of expertise include housing and mixed-use development, commercial revitalization strategies, land use economics, financial feasibility analysis, and economic and fiscal impacts.



Mr. Stevens also specializes in the planning and development of cultural facilities, heritage sites, parks, visitor attractions and other recreation-oriented uses, and has completed housing studies business and operating plans, and management studies for a wide array of public and private organizations. His clients include regional and state agencies, city, town and county governments, private developers, non-profit organizations, and professional services firms. Examples of Mr. Stevens' assignments include:

- ◆ ***Housing and Real Estate*** – Affordable housing market and commercial development nexus studies for the cities of Boston, Cambridge, Somerville, Watertown, and Everett, MA; housing and real estate analysis for comprehensive commercial corridor plan in Cambridge, MA; housing and commercial market analysis for the Everett Commercial Triangle urban renewal plan; multi-family housing market study in downtown Paducah, KY; housing component of corridor plan in Cambridge, MA; multi-family apartment and condominium housing market analysis for multi-disciplinary pre-development study, Braintree, MA.
- ◆ ***Economic and Fiscal Impacts Evaluations*** – Evaluated the economic impacts and community benefits of re-watering and revitalizing the Smoky Hill River, Salina, KS; analyzed the potential fiscal revenues of alternative waterfront uses, including hotel, residential, and cultural uses in Alexandria, VA; assessed the impact of a proposed “lifestyle center” on retail businesses in downtown Dedham, MA.
- ◆ ***Mixed Use*** – SUNY-ESF residential conference center; Newcomb, NY; Inlet Valley economic development feasibility study and zoning analysis for the Town of Ithaca, NY; economic impacts of proposed Tupper Lake hotel; City of Oneonta, NY Main Streets economic development plan; retail analysis for a downtown master plan in Oak Bluffs, MA; retail and office market analysis in Davis Square, Somerville, MA; commercial market analysis and plan for downtown, Salamanca, NY; market and economic analysis for the Virginia Aquarium and Owls Creek Area Master Plan in Virginia Beach, VA; tourism market analysis in support of the Renaissance Area Master Plan, Paducah, KY; hotel and commercial market analysis for the harbor area in Hyannis, MA; commercial market research and identifying redevelopment opportunities for downtown master plans in Silver City and Las Vegas, NM; retail market analysis for the Hyde Park business district in Boston, MA; commercial market analysis and strategic plan for citywide commercial districts in Birmingham, AL; and commercial market analysis for downtown retail plan in Salem, MA.

Mr. Stevens has a master's degree in city planning from the Massachusetts Institute of Technology. He received a bachelor's degree in history from Cornell University and is a member of the American Institute of Certified Planners and the Urban Land Institute.

### Robert E. Brais, Vice President

Mr. Brais is a consultant to an array of client types including national, state and local governments and agencies, non-profit institutions, developers, financial institutions, corporations and universities. He has over 30 years of experience identifying success strategies for master plans, development projects, and institutional expansions; and in creating organization operating strategies. Mr. Brais specializes in economic development, visitor attractions, and destination planning.



Services provided include: highest and best use and market support studies, business and operations plans, land economics, economic and fiscal impact assessment, tourism development strategies, transportation studies, strategy formulation, real estate valuation, and development approvals process assistance. Financial analyses range from preliminary feasibility studies to complex development pro formas and operational programs for major projects. Mr. Brais has also served as project and proposal reviewer for public agencies. This broad experience is useful in establishing realistic economic plans that gain support from all stakeholders. Assignments include:

- ◆ **Housing** - multi-family housing study in downtown Paducah, KY; multi-family apartment and condominium housing market analysis for multi-disciplinary pre-development study, Braintree, MA; housing and commercial market analysis for the Everett Commercial Triangle urban renewal plan; affordable housing market and commercial development nexus studies for the cities of Boston, Cambridge, Somerville, Watertown, and Everett, MA.
- ◆ **Economic and Fiscal Impact Evaluations:** the proposed National Center for Fire and Life Safety in Calera, AL, which included both research and museum components; the proposed Milford Aquarium in Milford, DE; Adventure Science Center in Nashville, TN; MOSI in Tampa, FL; Red Sox spring training facility in Lee County FL; National Museum of the Marine Corps, and the Glens Falls, NY Civic Center; education impacts of adaptive reuse of buildings for residential use at Fort Devens; community character impact analyses due to commercial development prepared for Ithaca, NY and Dedham, MA.
- ◆ **Commercial/Mixed Use** – market analysis for urban renewal plan in Everett, MA; market study for the Owensboro, KY new events center; hotel / conference center feasibility in Austin, TX; analysis of plan for a large mixed-use community in Mashpee, MA; transit-oriented retail in Lynn, MA; commercial market study for the Boundary Tree site in Cherokee, NC.
- ◆ **Economic Development:** Formulated implementable strategies including a visitor center strategy for the City of San Antonio; a master plan for a cultural attraction in San Benito TX; and heritage tourism strategies for Western New York and Pittsfield, MA; Salem MA downtown Retail Plan.

Prior to his consulting career, Mr. Brais had experience in real estate evaluation and in retail management. Mr. Brais has an M.B.A. from the University of North Carolina At Chapel Hill and a B.A. in Economics and Political Science with honors from Boston College.

**Kaylie Mellott, Research Associate**

Mrs. Mellott is a Research Associate who supports senior staff on a wide variety of projects. Her recent assignments have included Arts and Cultural Center Alexandria VA, historic sites in Salem, MA and Columbus OH, and a housing analysis in Penobscot ME. Prior to joining ConsultEcon, she worked with The George Washington Foundation, in Fredericksburg, VA as a School and Youth Programs Manager where she coordinated and planned all school programs including field trips, Learn with Me Days, and Girl Scout Day. She also managed and scheduled 5 school guides and 1 summer intern. Also, she designed and facilitated the outdoor art creator badge & the outdoor art explorer badges and designed and installed 3 gallery interactives and 2 special event activities.



Prior to that she worked at Oberg Research, LLC., in Washington, DC as a Museum Education Evaluator where she researched and wrote literature reviews on best practices for digital engagement particularly in the science sector.

Mrs. Mellott also worked with the Smithsonian Institution Traveling Exhibition Service, in Washington, DC as an Image Copyright Specialist, securing image permissions for over 50 images and 2 videos as a member of the exhibition development team.

At the Dumbarton House, in Washington, DC, Mrs. Mellott served as a Museum Teacher, preparing program space for educational programs, including set- and clean-up and replenishing supplies. She also managed the technology for virtual programs, including monitoring the chat, sharing the virtual images, encouraging engagement, and lead virtual interactive tours of the Museum as well as hands-on activities that provided a quality learning experience for all youth.

At ACTN Strategies, in Washington, DC she served as a Visitor Services Assistant at the National Museum of African American History and Culture where she ensured guests had a safe and enjoyable experience by greeting them, providing safety information, and wayfinding.

Mrs. Mellott received her Master of Arts and Teaching, Museum Education from The George Washington University where she was the President of the Museum Education Student Association and received Rossetta A. and Sadie B. Feldman Fellowship in Museum Education. She previously attended Miami University where she received her M.A. in History, emphasis on Public History, and her B.A. in History, emphasis on 18th Century America.

She is also a member of the American Association of Museums, the Association for State and Local History, and the Museum Education Roundtable.

**Appendix: Required Forms**



TOWN OF BROOKLINE, MASSACHUSETTS  
PURCHASING DIVISION  
333 WASHINGTON STREET  
BROOKLINE, MA 02445

REQUEST FOR PROPOSAL

Linkage Nexus Study Consultant RFP #P-23-13

PROPOSAL SIGNATURE FORM

THIS FORM IS TO BE SUBMITTED IN ENVELOPE A - TECHNICAL PROPOSAL

The undersigned, hereafter called the proposer, having fully familiarized him/herself with the entire Request for Proposal documents, hereby agrees and declares:

1. That prices inserted in the Price Proposal (Envelope B) cover all necessary expenses to fulfill the conditions of the contract within the time stated.
2. Pursuant to M.G.L. c. 62C, § 49A, the proposer hereby certifies that the proposer has filed all state tax returns and paid all state taxes required under law.
3. The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals.


The following items are to be completed by the Proposer, if applicable:

Our Company is:

A Corporation	_____
A Partnership	_____
Individually Owned	X _____
Other (specify)	_____

Company Name: Karl F. Seidman Consulting Services

Social Security or Federal Identification Number: 111-48-3316

Signature of Individual or Authorized Official: 

Title of said Individual or Official: President

Address: 93 Wright Road  
Concord, MA 01742

Telephone Number: 978-760-3760

E-mail Address: seidman@mit.edu




TOWN OF BROOKLINE  
Massachusetts

DEPARTMENT OF FINANCE  
PURCHASING DIVISION

333 Washington Street  
Brookline, MA 02445  
617-730-2195  
Fax: 617-264-6446

CERTIFICATE OF NON – COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

  
\_\_\_\_\_  
Signature of individual submitting bid or proposal

Karl F. Seidman Consulting Services  
\_\_\_\_\_  
Name of Business

TAX COMPLIANCE CERTIFICATE

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

  
\_\_\_\_\_  
Signature of individual submitting bid or proposal

Karl F. Seidman Consulting Services  
\_\_\_\_\_  
Name of Business



TOWN OF BROOKLINE  
Massachusetts

DEPARTMENT OF FINANCE  
PURCHASING DIVISION

333 Washington Street  
Brookline, MA 02445  
617-730-2195  
Fax: 617-264-6446

**Certificate of Compliance with Article 4.4  
FAIR EMPLOYMENT PRACTICES WITH REGARD TO CONTRACTS  
of the Town of Brookline By-Laws**

I, Karl F. Seidman Consulting Services (printed name of individual/employer contracting with the Town) hereby certify that I shall comply with the Fair Employment Practices in fulfilling the terms of the contract that I propose to enter into with the Town of Brookline, and to which this Certificate is appended. By its signature on this Certification, the undersigned indicates it has reviewed Article 4.4 of the General Bylaws of the Town of Brookline and agrees to incorporate into an Agreement the necessary provisions related to fair employment practices and non-discrimination.

Signed under the pains of penalties of perjury, on this 6<sup>th</sup> day of March, 2023;

  
Contractor

**Certificate of Compliance with Article 4.5  
DISCRIMINATION PROHIBITION WITH REGARD TO CONTRACTS  
of the Town of Brookline By-Laws**

I, Karl F. Seidman Consulting Services (printed name of individual/employer contracting with the Town) hereby certify that I shall not discriminate against any individual because of such individual's race, color, religious creed, national origin, sex, sexual orientation, age or ancestry in fulfilling the terms of the contract that I propose to enter into with the Town of Brookline, and to which this Certificate is appended. By its signature on this Certification, the undersigned indicates it has reviewed Article 4.5 of the General Bylaws of the Town of Brookline and agrees to incorporate into an Agreement the necessary provisions related to non-discrimination.

Signed under the pains of penalties of perjury, on this 6<sup>th</sup> day of March, 2023;

  
Contractor

# Linkage Fee Nexus Study Update

Economic Development/Long Term Planning Division

Presentation to the Select Board

January 9, 2024

# Presentation Overview

- Recap of linkage fees and nexus study
- Review Phase 1 of the Nexus Study's findings
- Recommendation for Phase 2 & Next Steps
- Possible vote on Recommendation for Phase 2

## 11.A.

# Nexus Study

- Demonstrates a connection between commercial development and housing availability/affordability (“rational nexus” test)
- Provides calculus for appropriate fee (“roughly proportional” test)
- Nexus studies are almost always produced by municipalities interested in adopting linkage fees
- Usually part of Home Rule petition package

## Nexus Study Scope of Work

*Note: Linkage Nexus Study funded through Housing Trust Funds.*

The December 9, 2022 ED-LT Division presentation to the Select Board outlined a two-phase study scope:

- Phase 1 (\$24,650):
  - Task 1 – Projection of future non-residential development, uses, and employment impacts
  - Task 2 – Projection of housing demanded generated by that non-residential development, by tenure and income level
- Phase 2 (\$39,500):
  - Calculating a warranted linkage fee
  - Analyzing the impacts of the linkage fee on development
  - Proposing potential different policy options and draft recommendations

11.A.

Staff-led  
Linkage Fee  
Working Group  
Activity

- **July 2023:** Meeting with the consultant to discuss and refine the scope/schedule of the study.
  - The working group includes representatives from EDAB, HAB, Town Counsel's office, and the ED-LT Division.
- **September 2023:** Review and discussion of consultant's findings for Task 1 of Phase 1
- **November 2023:** Discussion of findings for Task 2 of Phase 1



## Phase 1: Task 1 Findings

### 11.A.

- The consultant identified approximately 570,000 sf of non-residential development over the last 10 years with 68.6% of that square footage in hotel projects
- Based on interviews with property owners, developers, attorneys, and brokers, the consultant projected that around 1 million sf of new development will occur within the Town over the next 10 years
  - Of this development, 450,000 sf would be from the redevelopment of the Chestnut Hill Office Park
  - Other major projects include the Waldo-Durgin project in Coolidge Corner, and two new developments from Boston University

## Phase 1: Task 2 Findings

### 11.A.

- The projected non-residential development over the next 10 years will yield approximately 1,500 new jobs
- Using the 10 year projections, approximately 367 of those jobs will demand housing within the Town
  - These jobs would be in the field of Management, Life, Physical, and Social Sciences, Food Preparation and Serving, and Office and Administrative industries
- Of the 367 jobs that demand housing, 182 would qualify for affordable housing

## 11.A.

# Expectations for Phase 2

- The objective of Phase 2 of the study is to provide an analysis and spectrum of options necessary for the Town to make an informed decision about how to craft an effective commercial linkage fee
- Phase 2 would consist of the following tasks:
  - Calculation of a warranted linkage fee
  - Analysis of the impacts of a linkage fee on non-residential development
  - Proposal for different policy options and draft recommendations

## Questions to be answered in Part 2

### 11.A.

- How would different linkage fee rates affect the development climate in Brookline, especially as it relates to the Town's competitive advantage against surrounding peer communities and the decision of developers to locate in Brookline vs. other communities?
- What strategies can the Town use to insulate more vulnerable non-residential uses from the effects of a commercial linkage fee?
- What options can the Town consider when applying a linkage fee to mixed-use projects or non-profit institutional developments?
- What are the expected additional administrative costs of a linkage fee program?

## Recommendation

- The Economic Development and Long Term Planning Division recommends that the Town proceed with Phase 2 of the Linkage Nexus Study
- While uncertainty remains about whether a fee should ultimately be adopted, completing the study will help resolve any uncertainties on the question of adoption and provide a framework to make a decision

## Next Steps and Timeline

- December 6 – HAB vote to proceed with Part 2
- January 9 – Select Board vote to proceed with Part 2
- Q2 2024 – Phase 2 work completed, report drafted, and presentation of report and recommendations to boards and committees
- *Fall 2024 Town Meeting – Home Rule Petition for Linkage Fee*

Suggested  
Motion  
Language

- ***Draft motion:*** *The Select Board approves of the Town proceeding with Phase 2 of the Linkage Nexus Study, to be conducted by the Economic Development and Long-Term Planning Division, with the help of the Linkage Fee Working Group and Karl F. Seidman Consulting Services.*

## 12.A.

### SCHEDULE FOR 2024 ANNUAL TOWN MEETING

JANUARY 9 (Tues.)	BOARD VOTES ON TM AND ELECTION DATES
JANUARY 10 (Thur.)	POST NOTICES FOR WARRANT OPENING DATE (By-Laws say 14 days before opening of warrant)
<b>January 25 (Thurs.)</b>	<b>OPENING OF WARRANT</b>
<b>FEBRUARY 28 (Wed.)</b>	<b>CLOSING OF WARRANT</b> <b>(By-Laws say 90 days before TM – new requirement)</b>
MARCH 5 (Tues.)	BOARD TO REVIEW AND SIGN WARRANT (By-Laws say "...as soon as practicable thereafter signed") <i>BOARD TO REVIEW ARTICLES</i>
MARCH 12 (Tues.)	<i>BOARD TO REVIEW ARTICLES</i>
MARCH 19 (Tues.)	<i>BOARD TO REVIEW ARTICLES</i>
by APRIL 5 (Fri.)	POST / ADVERTISE / DISTRIBUTE WARRANTS ( <u>Posting</u> is required to be done at least 14 days before an ATM. That date would be May 14. <b>Signed warrant to Town Clerk.</b> ) <u>Advertising/Distribution</u> – mail to TMM's, posted on website – is required to be done only 15 days before an ATM. That date would be May 13.)
APRIL 2 (Tues.)	<i>BOARD TO REVIEW ARTICLES</i>
APRIL 9 (Tues.)	<i>BOARD TO REVIEW ARTICLES</i>
APRIL 23 (Tues.)	<i>BOARD TO REVIEW ARTICLES</i>
APRIL 26 (Fri.)	BEGIN TO SEND RECOMMENDATIONS TO SELECT BOARD FOR REVIEW AND COMMENT
MAY 7 (Tues.)	TOWN ELECTION
May 4 (Thurs.)	FINAL COMMENTS ON RECOMMENDATIONS DUE
MAY 9 (Thurs.)	COMBINED REPORT DEADLINE (noon)
<b>MAY 10 (Fri.)</b>	<b>REPORT SENT TO MAILROOM FOR PRINTING</b>
<b>MAY 13 (Mon.)</b>	<b>MAIL COMBINED REPORTS (ANNUAL REPORT)</b> <b>(By-Laws say 15 days before Annual TM)</b>
<b>MAY 28 (Tues.)</b>	<b>TOWN MEETING</b>
<b>MAY 29 (Wed.)</b>	<b>TOWN MEETING</b>
<b>MAY 30 (Thurs.)</b>	<b>TOWN MEETING</b>
<b>JUNE 4 (Tues.)</b>	<b>TOWN MEETING (if necessary)</b>
<b>JUNE 5 (Wed.)</b>	<b>TOWN MEETING (if necessary)</b>
<b>JUNE 6 (Thurs.)</b>	<b>TOWN MEETING (if necessary)</b>