

CAPITAL OUTLAY COMMITTEE



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Meeting Notice

Date February 5, 2024

<u>Time</u> 2:00 PM Location Virtually only (see information below)

The Zoom chat will not be monitored. Participants who wish to speak must raise the hand icon until the Chair asks them to unmute. Note this meeting is being televised, streamed or recorded by Bourne TV If anyone in the audience is recording or videotaping, they need to acknowledge such at this time.

If anyone from the public wishes to access the meeting, they can do so by calling the following conference line: **1-929-205-6099.**

Zoom Meeting ID: 859 8750 7248 Password: CAPITAL

2:00 pm Call Public Session to Order in Open Session

- 1. Call Meeting to Order If anyone in the audience is recording or videotaping, they need to acknowledge such at this time.
- 2. Note any excused/absent members note participants for the record.
- 3. Minutes: 10/16/23, 11/6 and 12/12/23
- 4. Discussion and vote recommendations for FY25 capital requests proposed for the Annual Town Meeting:
 - i. Recreation 5-year Plan
 - ii. FY25 Community Preservation items:
 - 1. Feasibility Study for Clark, Pocasset, Chester and Keith Areas
 - 2. Community Center Skate Park & Softball Field
 - iii. School Department Jackson field bleachers
- 5. Next meeting date
- 6. Public or committee comment
- 7. Adjourn

All items are on the agenda are subject to deliberation and votes by the Capital Outlay

Committee. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.



Town of Bourne Capital Outlay Committee



www.townofbourne.com

24 Perry Ave, Bourne, MA 02532

Public Meeting Minutes

Members Present: Arthur Wayne Sampson, Thomas Joyce, Carol Lynch (via Zoom); Absent: John O'Brien

Staff Present: In Person: Town Administrator Marlene McCollem Assistant Town Administrator Elizabeth Hartsgrove. Zoom: Finance Director Erica Flemming, Town Accountant Michael Ellis

CALL MEETING TO ORDER

The Capital Outlay Committee Public Meeting was called to order at approximately 6:35 p.m. on **Monday, October 16, 2023** and was held in person at Bourne Veteran's Memorial Community Center, 239 Main Street, Buzzards Bay MA and virtually via Zoom.

3. APPROVAL OF MINUTES

a. October 2, 2023

	n: To move the Capital Outlay Committee approve the October 2, 2023 minutes				
<u>Motion b</u>	<u>y:</u> Joyce	<u>Seconded by:</u> Lynch	<u> Vote:</u> Yea – 3	Nay - 0	Abstain -0

4. FY24 CAPITAL REQUESTS FOR FALL TOWN MEETING

i. Department of Public Works: replacement of rusted out sander body, request for \$35,000 Tom Joyce notes some confusion on the requested amount. TA McCollem clarifies that the lower estimate, which is what they are requesting, is only for the needed parts and does not include labor. The DPW workers are capable of doing the required labor.

Motion:To recommend the DPW sander body replacement request for \$27,000Motion by: LynchSeconded by:JoyceVote: Yea - 3Nay - 0Abstain -0

ii. CPC for Pocasset Community Building Roof Repair, request for \$90,000 This request was approved at the previous meeting, however the amount was incorrect. The previous meeting had said \$68,000 and the actual requested amount is \$90,000.

Motion:To recommend the CPC Pocasset Community Building Roof Repair request for \$90,000Motion by:LynchSeconded by:JoyceVote:Yea – 3Nay - 0Abstain -0

iii. Facilities Department: Town Access Control, request for \$182,000

TA McCollem explains that this amount reflects the additional work needed at the Police building. Additionally, the previous amount requested was based on a quote and the town has now received a more accurate amount. The \$182,000 reflects the more accurate quote and the additional work.

Motion:To recommend the Facilities Department town access control request for \$182,000Motion by:LynchSeconded by:JoyceVote:Yea - 3Nay - 0Abstain -0

5. NEXT MEETING DATE

An agenda has already been posted for 11/6 at 6:45pm in case it is needed. Everyone agrees to meet in front of the stage. Carol Lynch notes she will not be in attendance for that meeting.

6. PUBLIC OR COMMITTEE COMMENT

No comments

7. ADJOURN

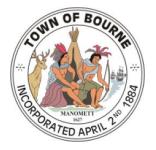
Motion:To move to adjourn the meeting at 6:43 pmMotion by:JoyceSeconded by:Lynch

<u>Vote:</u> Yea – 3 Nay - 0

Respectfully submitted,

Maria Simone

Maria Simone Administrative Assistant



Town of Bourne Capital Outlay Committee



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www.townofbourne.com (

24 Perry Ave, Bourne, MA 02532

Public Meeting Minutes

The Capital Outlay Committee did not meet prior to Special Town Meeting on November 6, 2023.

Respectfully submitted,

Maria Simone

Maria Simone Administrative Assistant



Town of Bourne Capital Outlay Committee



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24 Perry Ave, Bourne, MA 02532

Public Meeting Minutes

Members Present: John O'Brien, Arthur Wayne Sampson, Thomas Joyce, Carol Lynch (via Zoom)

Staff Present: In Person: Town Administrator Marlene McCollem, Assistant Town Administrator Elizabeth Hartsgrove, Bourne Public School Business Manger Jordan Geist, Police Chief Brandon Esip, Director of Natural Resources Christopher Southwood, Director of Public Works Matt Sawicki, Operations Manager Asa Mintz Zoom: Finance Director Erica Flemming, General Manager Dan Barrett

CALL MEETING TO ORDER

The Capital Outlay Committee Public Meeting was called to order at approximately 5:00 p.m. on **Tuesday, December 12, 2023** and was held in person at Bourne Veteran's Memorial Community Center, 239 Main Street, Buzzards Bay MA and virtually via Zoom.

3. APPROVAL OF MINUTES

Minutes will be delayed until the next meeting.

4. FY24 CAPITAL REQUESTS FOR FALL TOWN MEETING

- i. School Department:
 - a. BMS Compressor replacement, request for \$40,000
 Jordan Geist provides a brief review of the request. He notes that this is necessary to
 provide cooling to certain sections of the middle school. TA McCollem notes the
 funding source for this request will be from free cash.

Motion:To recommend the School Department compressor replacement request for \$40,000Motion by:JoyceSeconded by:O'BrienVote:Yea - 4Nay - 0Abstain -0

b. WWTP Repairs Phase Three, request for \$2,100,000 Jordan Geist provides a brief review of the request. He explains the replacing these two pieces will help to extend the life of the plant. Wayne Sampson inquires about requests from previous years. Jordan Geist clarifies that this is phase three of a multiphase project. There is discussion on the amount requested and if any of this money would be used for previous phases. Jordan Geist explains that this amount would only be used for phase three. TA McCollem notes the funding source for this request would be to borrow. Motion: To recommend the School Department WWTP repairs request for \$2,100,000

<u>Motion by:</u> Joyce	Seconded by: O'Brien	<u> Vote:</u> Yea – 4	Nay - 0 Abstain -0
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- ii. Police Department
 - a. Purchase of rifles, request \$147,900

Chief Esip provides a brief summary of the request. The current inventory of 12 rifles, that are old, is not enough to outfit the department. These rifles are a key asset for response for active shooters or other active threats. The request will allow for 30 rifles total along with storage units for cruisers that are not outfitted with one yet. TA McCollem notes the funding source for this request would be free cash.

Motion: To recommend the Police Department rifle purchase request for \$147,0900

b. Purchase of Police ATVs, request for \$35,000
 Chief Esip provides a brief summary of the request. Our current 2 ATVs were both donated and only one is suitable for our needs. There has been a significant increase in the need for police response at beaches as well as a stronger police presence. TA McCollem notes the funding source for this request would be free cash.

Motion: To recommend the Police Department ATV purchase request for \$35,000 Motion by: Journey Coconded by: O'Brian

Motion by: Joyce <u>Seconded by:</u> O'Brien	<u> Vote:</u> Yea – 4	Nay - 0 Abstain -0
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c. Purchase Police Vehicles, request \$434,800 Chief Esip provides a brief summary of the request. This is the annual vehicle replacement request. We are currently looking to replace 3 patrol cruisers, 1 patrol pickup, and 1 admin detective vehicle. TA McCollem notes the funding source for this request would be free cash.

Motion:To recommend the Police Department police vehicle purchase request for \$434,800Motion by:JoyceSeconded by:O'BrienVote:Yea - 4Nay - 0Abstain -0

- iii. Department of Natural Resources:
 - Repower Carolina Skiff, request \$15,500
 Director Southwood provides a brief summary of the request. This boat is the workhorse of the department. The current engine is from 2017 and a typical life span is about 5 years. TA McCollem notes the funding source for this request would be free cash.

Motion:	n: To recommend the DNR repower Carolina skiff request for \$15,500				
Motion by	<u>y:</u> Joyce	Seconded by: O'Brien	<u>Vote:</u> Yea – 4	Nay - 0 Abstain -0	

b. Dredging/Ramp and Pier repair and maintenance, request for \$225,000
 Director Southwood provides a brief summary of the request. This is an annual request for dredging in the town, ramp maintenance, pier work etc. A question regarding the company used for dredging and the location scheduled was raised. Director

Southwood responds that Barnstable County is the most reasonable in pricing and the potential location will be the south channel off Basset Island. TA McCollem notes the funding source for this request would be the waterways improvement fund.

Motion:To recommend the DNR dredging/ramp repair request for \$225,000Motion by:JoyceSeconded by:O'BrienVote:Yea – 4Nay - 0Abstain -0

- iv. Facilities Department
 - Town Hall Elevator Modernization, request \$200,000
 TA McCollem provides a brief review of the request. The current elevator is from 1972 and continues to fail inspection. It is necessary to have a functioning elevator to provide access to the second floor for the public. The funding source for this request would be free cash.

Motion:To recommend the Facilities town hall elevator request for \$200,000Motion by:O'BrienSeconded by:LynchVote:Yea – 4Nay - 0Abstain -0

b. Doors and ADA Controls upgrade, request for \$70,000 TA McCollem provides a brief review of the request. Upgrades are necessary for OSHA and ADA compliance. Currently two fire stations and the library are critical for upgrades. This request will make it possible to examine other locations to determine whether they also require upgrades. The funding source for this request would be free cash.

Motion:To recommend the Facilities door and ADA controls upgrade request for \$200,000Motion by:O'BrienSeconded by:LynchVote:Yea – 4Nay - 0Abstain -0

- v. Department of Public Works:
 - a. Curbside Collection Carts, requesting \$17,968.75
 - Director Sawicki provides a brief review of the request. Following a recent amendment to the Curbside Collect Policy by the Select Board, 87 additional residences are now eligible for town curbside collection. To support this change, we will need 250 trash and recycling carts. A questions is raised as to whether these are replacement carts of 87 new housing units. Director Sawicki explains that while some of the 250 will be used to supplement our current stockpile, the majority will be used to support the additional homes brought about by the policy change. TA McCollem further clarifies that the majority of residences that have been added are condo units that fall into the new guidelines defining eligible residential properties. TA McCollem notes the amount should be rounded up to \$18,000 and the source of funding will come from ISWM retained earnings.

Motion:To recommend the DPW curbside collection cart request for \$18,000Motion by:JoyceSeconded by:O'BrienVote:Yea - 4Nay - 0Abstain -0

b. Traffic Signals at Academy Drive and Main Street, requesting \$34,884 Director Sawicki provides a brief review of the request. The current traffic lights are roughly 20 years old and they have been having several problems recently. It makes sense to update the lights now as that intersection will soon be upgraded. A question is posed regarding whether the lights were part of the larger improvement project for that intersection. According to Director Sawicki, light upgrades were not part of the project. TA McCollem notes the amount should be rounded up to \$35,000 and the funding source will be free cash.

Motion:To recommend the DPW traffic signal request for \$35,000Motion by:JoyceSeconded by:O'BrienVote:Yea - 4Nay - 0Abstain -0

c. Vehicle Refurbishment for two sanitation and recycling trucks, requesting \$114,000 Director Sawicki provides a brief review of the request. Because trash pickup involves a lot of stop-and-go driving, the engines on the trucks have a lot of engine hours. Refurbishing the engines will extend the life of the trucks. TA McCollem notes the funding source will be from ISWM retained earnings, but still needs to be discussed. Alternatively it will be funded from free cash.

Motion:To recommend the DPW vehicle refurbishment request for \$114,000Motion by: JoyceSeconded by: O'BrienVote: Yea - 4Nay - 0Abstain -0

- vi. ISWM:
 - a. Office Building/Maintenance Garage Construction, requesting TBD Operations Manager Asa Mintz provides a brief review of the request. This request is for Phase 2 of the multi-phase project regarding the office building and maintenance garage. At the November Special Town meeting, the feasibility study for this project was approved, which was Phase 1. It is anticipated to be finished in February, at which point we will have an idea of how much Phase 2 will cost. Since our current office trailers are situated in the area where the landfill will be expanding, it is essential that we start this process now as the landfill will be growing over the next five years. TA McCollem notes the funding source for this will be determined at a later date once we have an estimated cost.

Motion: To recommend the ISWM Office building/maintenance garage request amount to be determined at a later date

<u>Motion by:</u> Joyce <u>Seconded by:</u> Lynch <u>Vote:</u> Yea – 4 Nay - 0 Abstain -0

b. Caterpillar D6 purchase, requesting \$645,866
 Operations Manager Asa Mintz provides a brief review of the request. Our bulldozers are on a five year replacement schedule and are a frontline piece of equipment. TA McCollem notes funding source for this request will be ISWM retained earnings.

Motion:To recommend the ISWM Caterpillar D6 purchase request for \$645,866Motion by:JoyceSeconded by:LynchVote:Yea – 4Nay - 0Abstain -0

c. East Road litter fence repair, requesting \$174,000 Operations Manager Asa Mintz provides a brief review of the request. The landfill's litter fence aids in keeping any wind-blown debris contained. We've been replacing sections for the past five years, and this is the final one. TA McCollem notes the funding source for this request will be ISWM retained earnings.

Motion:To recommend the ISWM Caterpillar D6 purchase request for \$645,866Motion by: JoyceSeconded by: LynchVote: Yea – 4Nay - 0Abstain -0

CCTV upgrade, requesting \$60,000
 Operations Manager Asa Mintz provides a brief review of the request. The current system is nearing the end of its useful life as it was installed in 2015. It currently is not strong enough to support the recent growth and expansion of the landfill. A new system will improve service while also allowing for future landfill expansion. TA McCollem notes the funding source for this request will be ISWM retained earnings.

Motion: To recommend the ISWM CCTV upgrade request for \$60,000

<u>Motion by:</u> Joyce	<u>Seconded by:</u> Lynch	Voto: Voa _ 1	Nay - 0 Abstain -0
<u>iviolion by.</u> Joyce	<u>Seconded by.</u> Lynch	<u>vole.</u> reu – 4	Nuy-0 Abstum-0

vii. Sewer:

a. Purchase Ford F250, requesting \$51,137

Director Matt Sawicki provides a brief review of the request. There is currently only one vehicle used by the sewer department for operations and emergency response. The frame of the 2008 is rotted, and it probably won't pass inspection. To keep things running, a new vehicle is required. TA McCollem recommends rounding up to \$52,000 and the funding source will be sewer retained earnings.

Motion:To recommend the Sewer department purchase of a Ford F250 request for \$52,000Motion by: JoyceSeconded by:O'BrienVote: Yea - 4Nay - 0Abstain -0

5. NEXT MEETING DATE

TA McCollem recommends scheduling a meeting once ISWM is prepared unless a capital request comes up for the Special Town meeting warrant.

6. PUBLIC OR COMMITTEE COMMENT No comments

7. ADJOURN

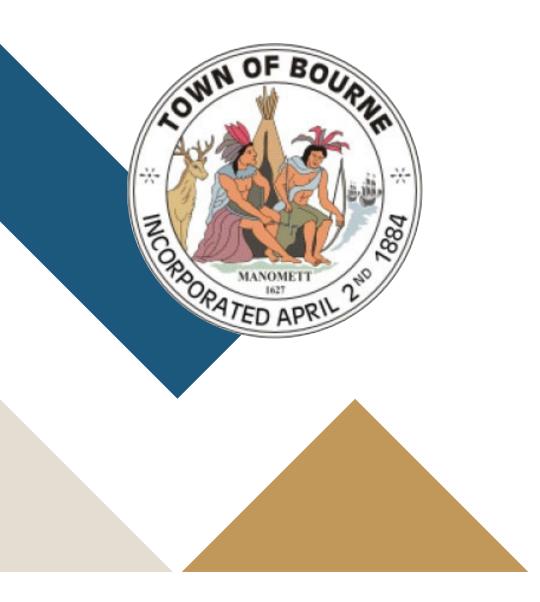
Motion:To move to adjourn the meeting.Motion by:O'BrienSeconded by:Lynch

<u>Vote:</u> Yea – 4 Nay - 0

Respectfully submitted,

Maria Simone

Maria Simone Administrative Assistant



TOWN OF BOURNE RECREATION COMMITTEE

Needs Assessment Facilities Report January 23, 2024

Introduction

2

Stemming from concerns voiced by community members, the Recreation Committee was instructed by the Select Board to pause any capital initiatives until a comprehensive evaluation on Recreational programming and assets is complete.



Assessment Team

Recreation Committee

- Roger Maioini, Chair
- Lori E. Cooney, Vice Chair
- Karen Wilson, Clerk
- James Linsky
- Alice Howe
- Linda Fletcher
- Laurie Gilbert
- Bill Macuch
- Teddy O'Rourke

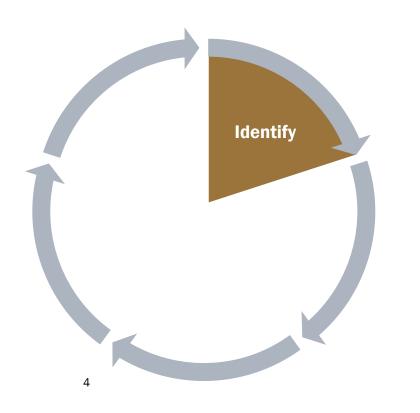
Supporting Town Staff

- Liz Hartsgrove, Assistant Town Administrator
- Kathryn Matthews, Acting Recreation
 Director
- Krissanne Caron (Former Recreation Director)



Planning Process 01. Identify.

Understanding the goals/vision for the community's future recreational needs.



5W+H

(Who) Recreational Opportunities for all Demographics

(Where) Are services not being reached to members of the community?

(What) Challenges are being experiences preventing participation

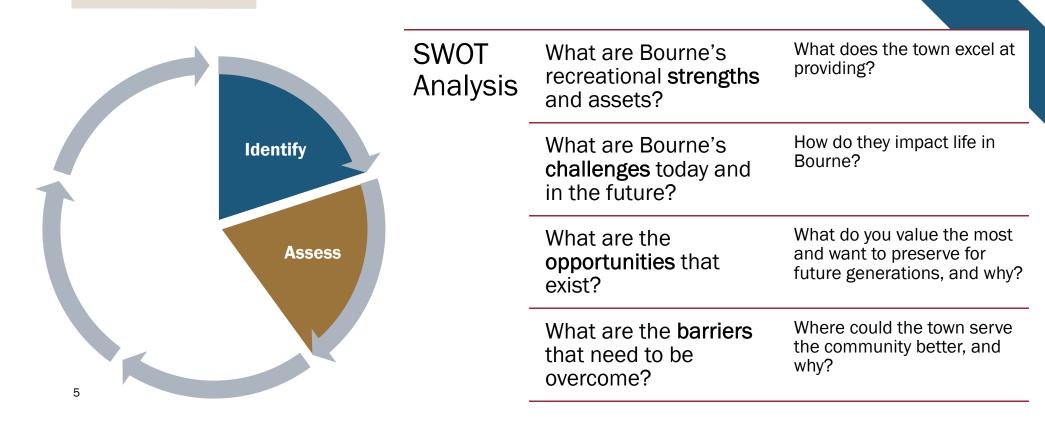
(When) Does the community want access to those services

(Why) Community support and opinion has diminished

(How) Can information and messaging be improved to reach broader audiences and increase support?

02. Assess.

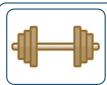
Exploring where we are now: a complete inventory and conditions.



02. Assess.

Exploring where we are now: a complete inventory and conditions.





Strengths

Wide range of ages
Cross-team support
Resourcefulness

Weakness



Geographically Divided
Minimal staffing to sustain resources

Opportunities

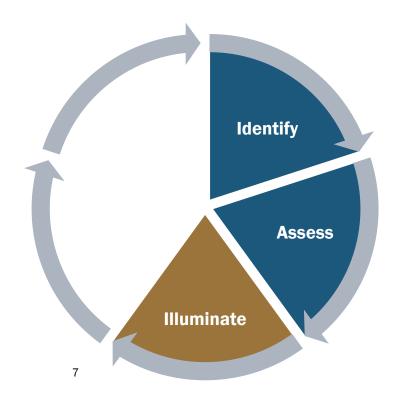
- Bike Path and other new outdoor interests
- Reimagine spaces for new interests

Threats

- Historically minimal financial prioritization
- Wide-scale deterioration

03. Illuminate

Uncovering the internal and external gaps being experienced.



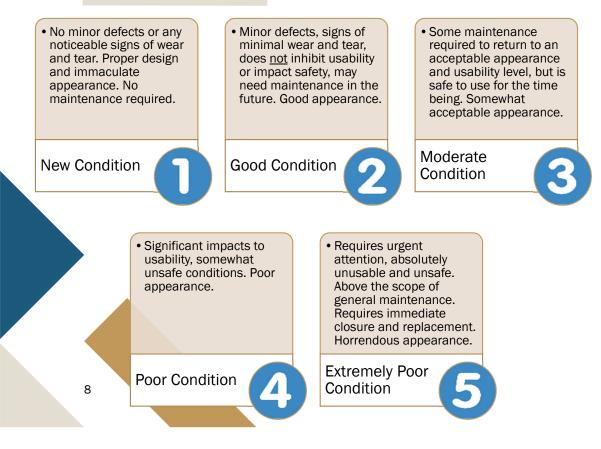
Areas of Interest

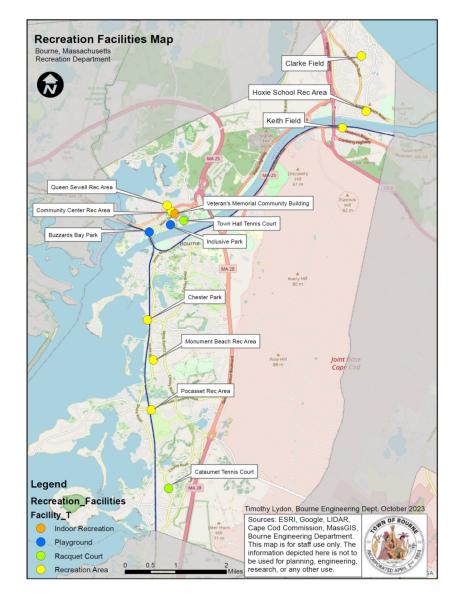


Area of Focus: Facilities

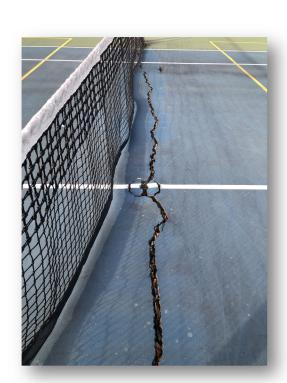
Sub-Group Team Members: Alice Howe, Jim Linsky, Bill Macuch, Teddy O'Rourke

ASSET EVALUATION RATING SCALE





Bourne	Inclusive	Playgrou	Ind			
		New Cor	New Condition			
		Excellent playground! Equipment for all ages and abilities and exciting pieces to play with: zip line, zip swing, drums, swings for individuals and groups				
Recomme	endation:	Add si	gnage to ma	ake easier to fi	nd	
	QUEEN S	EWELL PAR	к <mark>– Ү</mark> оитн S	SOFTBALL FIELD		
			GOOD COM	NDITION		
		2	3 rd Base Player Bench	Needs repair	r	
	Recommo	endation:	Repair	or Replace ber	nch.	
		Clarke Field – Multi-use Field				
				MODERATE C	ONDITION	
				Trash barrels	Lack of barrels in area create heavy trash in area.	
			3	Field	Hardly mowed during in-season sport. Divots and hole surface. Major evidence of dog waste. Witnessed mar dogs.	
			nendation:		evel and fill holes, then mow on schedule. Barrels and include in pickup rotation	



Facilities Report
Asset Evaluations
Appendix A, Page 13

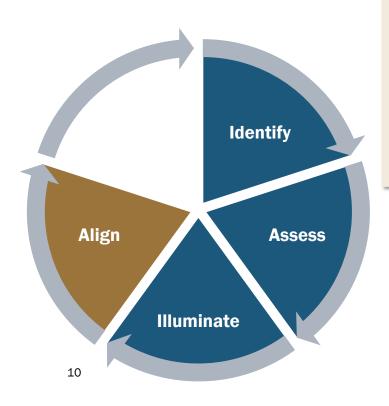
* Add Trash Barrels and include in pickup rotation

NEITH FIELD – TENNIS COORT					
		POOR CONDITION			
4		Court Surface	Cracks and plants growing through the cracks. Dangerous.		
Recommendation:		Included in	CPC Hardcourt Project		

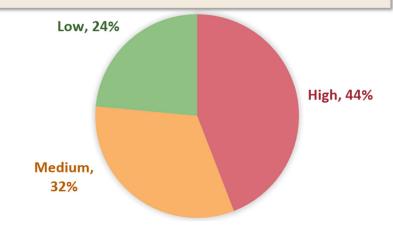
BOURNE COMMUNI	Y BUILDING	Y BUILDING – SKATE PARK		
	EXTREMELY POOR CONDITION			
5	Ramps	Broken and extremely dangerous		
	Asphalt	Cracked and hazardous for boards and skates		
Recommendation:	✤ Full replacement			

04. Align

Mapping the journey of what and how to close those gaps.

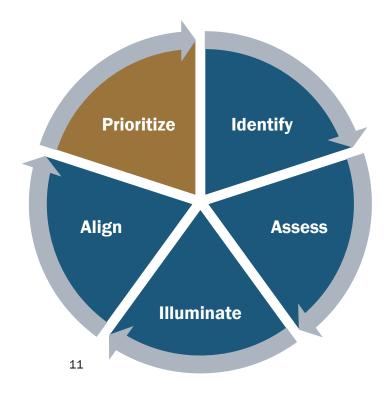


Ranking a total of 34 "locations" as a matter of High (1), Medium (2) and Low (3) priority based upon the subgroups findings and recommendations, the Committee revealed over 75% needing improvements in the immediate and near future. (*Report Page 9*)



05. Prioritize

Strategizing actionable solutions.





The Recreation Committee examined the results, alongside usage by residents and groups in the community, and physical location within the town, and are requesting *the support by the Town Administrator and Select Board to consider the following...*

Recommendations FY25 Capital

1. Clark Field Recreational Area

2. Pocasset Recreational Area

3. Chester Park Recreational Area

4. Keith Field Recreational Area

Action: Feasibility Study

- Apply for FY25 CPC funding for comprehensive Feasibility Study of all four Recreational Areas to determine best multi-generational use spatially aimed at supporting an evolving recreational environment for the community's next 20+ years.
- Include robust Public Participation Plan to ensure community voice is reflective, including surveys with qualitative and quantitative analysis.
- Include ADA accessibility and Parking plan to support full use of each area.
- Include plan for ongoing maintenance including passive items such as fencing, signage, etc.

Estimated Cost

• \$150,000

Recommendations FY25 Capital

5. Community Building Skate Park and Softball Field



Action - Reimagining/Reconstruct

- Apply for FY25 CPC funding to completely reconstruct/upgrade Skate Park with an all-wheel design.
- This reimagining of the skate/all-wheel park will encroach/impact the softball field
- Therefore Softball field will need to be repurposed.

Estimated Cost

• \$500,000

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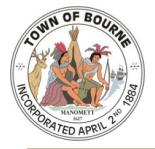
Recommendations **05.** Prioritize Strategizing actionable solutions. The Committee will continue evaluating and prioritizing the remaining facilities to create a 5-year capital plan that will guide Town leadership and staff. Communication The Committee will continue needs assessments and present recommendations in remaining two core areas: Personnel 14

Request to Select Board FY25 CPC/Capital

The Recreation Committee is requesting the Select Board support the FY25 recommendations as presented and further, vote to direct the Town Administrator and staff to file two (2) CPC applications for the 2024 Annual Town Meeting:

- 1. \$150,000 for a Feasibility Study for Clark, Pocassset, Chester and Keith Recreational Areas; and,
- 2. \$500,000 to reimagine/reconstruct and enlarge the Skate Park into an All-Wheel facility, and repurpose Softball field behind the Community Building.





Town of Bourne Town Administration



www.townofbourne.com

24 Perry Ave, Bourne, MA 02532

Memo

То:	Capital Outlay Committee Finance Committee Community Preservation Committee
From:	Liz Hartsgrove, Assistant Town Administrator Katie Matthews, Acting Recreation Director
RE:	FY25 Comprehensive Recreational Area Feasibility Study Capital Request
Date:	February 2, 2024
Cc:	Select Board Recreation Committee Marlene McCollem, Town Administrator

As an advisory body to the Select Board, the Recreation Committee has been working jointly with town staff since January 2023 designing a "Recreational Playbook" or needs assessment of recreational programs and services being offered to the Bourne community. The objective of the assessment is to illuminate differences between current and desired states, which, by identifying contradictions, barriers, disconnects and opportunities, those findings become strong contributors towards justifying and shaping future capital and operating recommendations.

Utilizing a number of resources such as the Local Comprehensive Plan, Select Board Strategic Plan, and the Open Space & Recreation Plan, the Recreation Committee distinguished three core areas of focus for their working groups to evaluate programs and services: Personnel, Communications and Facilities.

As the Recreation Committee's assessment exercise was and is intended to provide the Recreation Department, Town Administrator and Select Board guidance in concert with annual budget schedules, the Recreation Committee presented their findings on the Facilities area of focus along with two (2) recommendations to the Select Board at their January 23, 2024 meeting.

The Select Board voted unanimously to support proceeding with those FY25 recommendations by directing Town Staff with submitting CPC and Capital requests for:

- 1. \$150,000 for a feasibility study on four (4) recreational areas (Clarke, Pocasset, Keith and Chester); and
- 2. \$500,000 to design an expanded replacement and building of an All-Wheel Park, and reimagining the softball field for a different purpose at the Community Building.

The following narrative is in relation to Recommendation #1.

COMPREHENSIVE RECREATION AREA FEASIBILITY STUDY

LOCATION: CHESTER, CLARKE, KEITH AND POCASSET RECREATIONAL AREAS REQUESTED AMOUNT: \$150,000

As outlined in the Recreation Committee's Facilities Needs Assessment Report presented to the Select Board at the January 23, 2024 meeting, 12

locations with a total of 34 assets were evaluated by the Facilities Working Group and then ranked and averaged by the full Committee as a matter of High (1), Medium (2) and Low (3) priority.

* Details of the Asset Evaluations, Appendix A within the Facilities Needs Assessment Report can be found by scanning the QR Code or visiting the following site:

<u>www.townofbourne.com/sites/g/files/vyhlif7346/f/uploads/rec_cmte_facilities_needs_assessment_final</u> .pdf

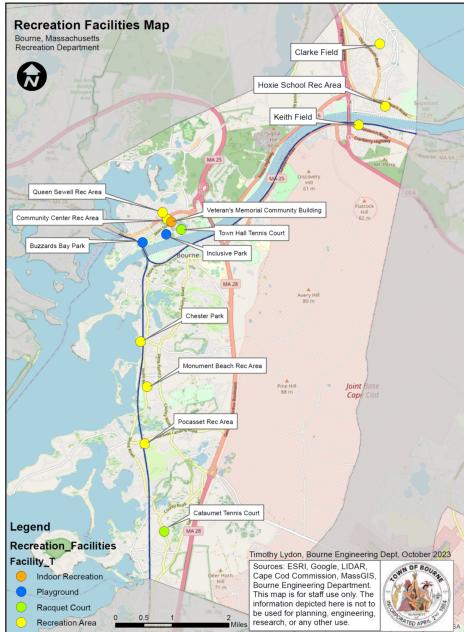
Revealing over 75% of the 34 assets needing improvements in the immediate and near future, the Recreation Committee examined the results, alongside usage by residents and groups in the community as well as the physical location within the town to determine the most immediate areas of needs and recommended course of action.

Locations		Average	Study Area
	Cataumet Schoolhouse -Tennis Court*	1.0	
	Chester Park Mo Bch - Tennis/Pickleball Courts*	1.0	0
	Chester Park Mo Bch - Basketball Court	1.0	0
	Clarke Field - baseball Field	1.0	0
~	Clarke Field- Tennis/Pickleball Court*	1.0	00
É	Keith Field Saga - Baseball Field	1.0	3000
Ö	Keith Field Saga - Tennis court*	1.0	S
PR	Pocasset LL Field	1.0	S
H	Pocasset Tennis/Pickleball Courts*	1.1	S
HIGH PRIORITY	Town Hall - Tennis Court	1.1	
-	Clarke Field Saga Bch - Multi Use Field	1.3	S
	Bourne Community Building Skatepark	1.3	
	Bourne Community Building - Playground	1.4	
	Clarke Field - Basketball Court	1.4	S
	Pocasset Basketball Courts	1.4	S
	Bourne Community Building-Basketball Court	1.6	
È	Bourne Community Building -Little League Field	1.9	
OR	Cataumet Washington Sq Playground	2.0	
RIC	Hoxie Playground	2.0	
MEDIUM PRIORITY	Mo Bch Playground - Shore Road @ LL Field	2.0	
	Mo Bch Little League Field	2.3	
	Bourne Community Building Adult Softball Field	2.3	
	Chester Park Mo Bch - Playground	2.4	S
	Clarke Field - Storage Building	2.8	0

RECREATION COMMITTEE'S ASSET RANKING

LOW PRIORITY	Clarke Field - Playground	2.8	Ø
	Pocasset Playground	2.8	€
	Chester Park Field	3.0	S
	Queen Sewell Park - Youth Softball Field	3.0	
	Queen Sewell - Playground	3.0	
	Hoxie LL Field	3.0	
	Bourne Inclusive Playground BB	3.0	
	Buzzards Bay Gazebo	3.0	
	Buzzards Bay Park Pavilion	3.0	
	Buzzards Bay Park Splash Pad/Playground	3.0	

As depicted in the ranking graph above, of that 75% of town-wide recreational assets within high and medium priority, 15 assets (or 57%) are located within 4 recreational areas: Chester, Clarke, Keith and Pocasset.



While the hard courts at Clark, Pocasset and Keith have obtained FY22 CPC funding for rehabilitation, scheduled to commence late April 2024, the resurfacing project will only provide 2-4 year life expectancy for those courts. And when incorporating the quantity and conditions of the additional high and medium priorities assets at these four locations, the Recreation Committee recognized this as a strategic opportunity for the community to objectively work on determining what the best multi-generational use is for these 4 recreational areas, through a comprehensive recreational area feasibility study.

Conducting a feasibility study of all four areas simultaneously, the Town benefits by examining the community as a whole; all of the assets supplied with its user demands; analyze locale, proximity and accessibility to other services; evaluate inclusivity and accessibility for all abilities; assure other community plans such as the Open Space & Recreation Plan and Local Comprehensive Plan are integrated in the evaluation; and determine if the community's needs and wants for the next 20+ years will be met as they currently are, or, if those areas must be redesigned to spatially enhance its offerings to support an evolving recreational environment.

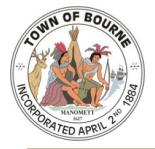
COMPREHENSIVE RECREATIONAL AREA FEASIBILITY STUDY CAPITAL REQUEST

In addition to the Select Board's unanimous support towards this recommendation, the Recreation Committee has identified the following commitments for the study to incorporate:

- **Commitment 1.** The study will include robust Public Participation Plan to ensure community voice is reflective, including surveys with qualitative and quantitative analysis.
- **Commitment 2.** ADA accessibility and parking plan also must be included to support full use of each area.
- **Commitment 3.** The Feasibility Study must include a plan for ongoing maintenance including passive items such as fencing, signage, etc.

PROPOSAL FUNDING SOURCE

As this is a new request and unrelated to prior CPC projects and appropriations, the town is requesting the full amount of \$150,000 from Community Preservation Funds for the comprehensive feasibility study including solicitation and hire a recreational consulting firm who will also be specialized in inclusivity/ADA access, all associated public outreach, critical venue development and design concepts, cost analysis, and reporting along with business plan for maintenance and long-term oversight.



Town of Bourne Town Administration



www.townofbourne.com

24 Perry Ave, Bourne, MA 02532

Memo

То:	Capital Outlay Committee Finance Committee Community Preservation Committee
From:	Liz Hartsgrove, Assistant Town Administrator Katie Matthews, Acting Recreation Director
RE:	FY25 Community Building Skatepark & Softball Field Redesign & Build Capital Request
Date:	February 2, 2024
Cc:	Select Board Recreation Committee Marlene McCollem, Town Administrator

As an advisory body to the Select Board, the Recreation Committee has been working jointly with town staff since January 2023 designing a "Recreational Playbook" or needs assessment of recreational programs and services being offered to the Bourne community. The objective of the assessment is to illuminate differences between current and desired states, which, by identifying contradictions, barriers, disconnects and opportunities, those findings become strong contributors towards justifying and shaping future capital and operating recommendations.

Utilizing a number of resources such as the Local Comprehensive Plan, Select Board Strategic Plan, and the Open Space & Recreation Plan, the Recreation Committee distinguished three core areas of focus for their working groups to evaluate programs and services: Personnel, Communications and Facilities.

As the Recreation Committee's assessment exercise was and is intended to provide the Recreation Department, Town Administrator and Select Board guidance in concert with annual budget schedules, the Recreation Committee presented their findings on the Facilities area of focus along with two (2) recommendations to the Select Board at their January 23, 2024 meeting.

The Select Board voted unanimously to support proceeding with those FY25 recommendations by directing Town Staff with submitting CPC and Capital requests for:

- 1. \$150,000 for a feasibility study on four (4) recreational areas (Clarke, Pocasset, Keith and Chester); and
- 2. \$500,000 to design an expanded replacement and building of an All-Wheel Park, and reimagining the softball field for a different purpose at the Community Building.

The following narrative is in relation to Recommendation #2.

SKATEPARK REDESIGN/EXPAND AND BUILD, AND SOFTBALL FIELD REDESIGN

LOCATION: BOURNE COMMUNITY BUILDING, 239 MAIN STREET, BUZZARDS BAY REQUESTED AMOUNT: \$500,000

BACKGROUND

The current skatepark was created in 2005 by repurposing and installing ramps on an existing underutilized tennis court. However, no substantial upgrades or improvements were made to the equipment since the 2005 installation, gravely deteriorating the conditions of the skatepark. Online google reviews by residents and visitors from 2020 experienced "cracks in the jumps, ruff pavement, and lack of sturdiness", and "ramps coming apart, the ground is pretty rough, and the transitions from the ramps to the ground are sketchy."

Recognizing the much needed attention, Community Preservation funds were appropriated at the 2021 Annual and Fall Town Meetings to contract with a landscape architect and sports facility designer to work with the Recreation Department and community in creating a comprehensive Master Plan of the entire area including the skatepark.

Incorporating a robust public participation, outcomes reported in the <u>final master plan</u>, issued in January 2023 by Ray Dunetz Landscape Architecture, Inc, verified the severe conditions and non-inclusivity of the skatepark, as well as highlighting a strong community desire to prioritize redesigning the skatepark into an All-wheel plaza facility.

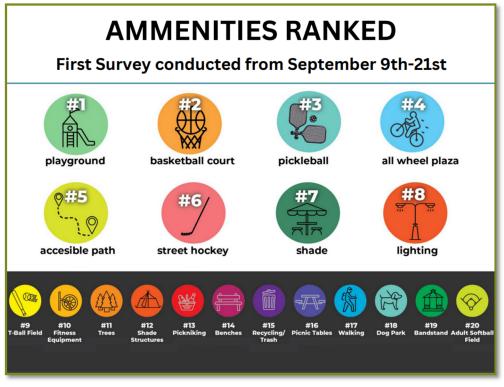


Figure 1. Source: Bourne Veteran's Memorial Community Center Outdoor Recreation Area Redesign Presentation, January 31, 2023



Figure 2. Source: Bourne Veteran's Memorial Community Center Outdoor Recreation Area Redesign Presentation, January 31, 2023

While the master plan and its community engagement feedback provided valuable direction, the estimated costs outlined in the recommended 2-step approach generated a community wide desire to pause moving forward on any new capital initiatives until the Recreation Committee evaluated and prioritized a complete recreational programming and asset needs assessment.

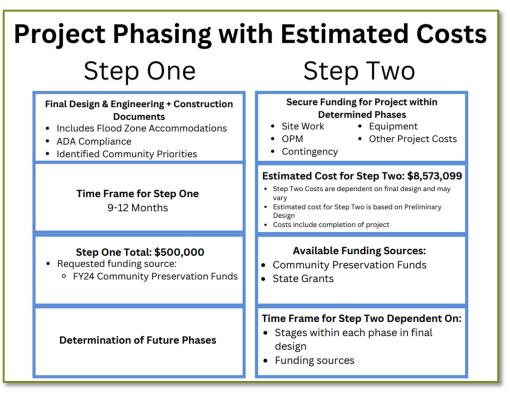


Figure 3. Source: Bourne Veteran's Memorial Community Center Outdoor Recreation Area Redesign Presentation, January 31, 2023

2023-2024 RECREATION COMMITTEE FACILITIES NEEDS ASSESSMENT REPORT

As outlined in the <u>Recreation Committee's Facilities Needs Assessment Report</u>, presented to the Select Board at the January 23, 2024 meeting, 12 locations with a total of 34 assets were evaluated by the Facilities Working Group and then ranked and averaged by the full Committee as a matter of High (1), Medium (2) and Low (3) priority.

Locations		Average
	Cataumet Schoolhouse -Tennis Court*	1.0
	Chester Park Mo Bch - Tennis/Pickleball Courts*	1.0
	Chester Park Mo Bch - Basketball Court	1.0
	Clarke Field - baseball Field	1.0
	Clarke Field- Tennis/Pickleball Court*	1.0
Ϋ́	Keith Field Saga - Baseball Field	1.0
OR	Keith Field Saga - Tennis court*	1.0
PRI	Pocasset LL Field	1.0
H	Pocasset Tennis/Pickleball Courts*	1.1
HIGH PRIORITY	Town Hall - Tennis Court	1.1
<u> </u>	Clarke Field Saga Bch - Multi Use Field	1.3
	Bourne Community Building Skatepark	1.3
	Bourne Community Building - Playground	1.4
	Clarke Field - Basketball Court	1.4
	Pocasset Basketball Courts	1.4
	Bourne Community Building-Basketball Court	1.6
	Bourne Community Building -Little League Field	1.9
ΜΕDIUM ΡRIORITY	Cataumet Washington Sq Playground	2.0
OR	Hoxie Playground	2.0
JRI	Mo Bch Playground - Shore Road @ LL Field	2.0
М	Mo Bch Little League Field	2.3
Ŋ	Bourne Community Building Adult Softball Field	2.3
ED	Chester Park Mo Bch - Playground	2.4
Σ	Clarke Field - Storage Building	2.8
	Clarke Field - Playground	2.8
	Pocasset Playground	2.8
	Chester Park Field	3.0
Ľ	Queen Sewell Park - Youth Softball Field	3.0
DRI	Queen Sewell - Playground	3.0
RIC	Hoxie LL Field	3.0
LOW PRIORITY	Bourne Inclusive Playground BB	3.0
Ň	Buzzards Bay Gazebo	3.0
Ľ	Buzzards Bay Park Pavilion	3.0
	Buzzards Bay Park Splash Pad/Playground	3.0

RECREATION COMMITTEE'S ASSET RANKING

Revealing over 75% of the 34 assets needed improvements in the immediate and near future, the Recreation Committee examined the results, alongside usage by residents and groups in the community as well as the physical location within the town to determine the most immediate areas of needs and recommended course of action.

Also acknowledging the active CPC funded project to resurface hard courts at Cataumet, Clarke, Keith and Pocasset scheduled to begin Spring 2024, the Recreation Committee anticipated life of those hard court assets extended by several additional years, therefore providing the opportunity to solicit and conduct a comprehensive feasibility study at each of those 4 locations to objectively determine best multi-generational use that will spatially aim at supporting an evolving recreational environment for the community's next 20+ years. (*Recommendation #1*)

Deducting the associated assets within Recommendation #1's scope, the Community Building Recreational Area, specifically the skatepark, ranked the next most critical asset/location to be prioritized and included within the FY25 capital requests.

COMMUNITY BUILDING SKATEPARK & SOFTBALL FIELD REDESIGN & BUILD CAPITAL REQUEST

As noted in the Facilities Working Group's evaluation (below), and the 2023 <u>final Master Plan</u>, the current state of the 6,200 sqft skatepark does not match the desired state. The obstacles are in very poor and dangerous conditions, leaving the park significantly under-outfitted and under-utilized for all styles and abilities of participants.

BOURNE COMMUNITY BUILDING – SKATE PARK		
	EXTREMELY POOR CONDITION	
5	Ramps	Broken and extremely dangerous
	Asphalt	Cracked and hazardous for boards and skates
Recommendation:	✤ Full replacement	
CMTE PRIORITY HIGH		

In addition to also having the ability to be designed as paths or incorporate skateable art, the *Skatepark Project's Best Practices Guide* outlines a variety of options and guidance on costs associated with types of skateparks, typology, included obstacles, and intentions as a community destination. (Figure 4)

Using the Skatepark Project's calculations to determine the community's level of service needs (including casual and core skaters):

Year Round Need	21,000 (population) / by 2.5 (est % of skaters) = 8,400 sq.ft (of total	
	need) – 6,200 sqft existing = 2,200 sqft of additional footprint to meet	
	the needs of Bourne's year-round residents.	
Seasonal Need	40,000 (population) / 2.5 (est. % of skaters) = 16,000sqft (total seasonal	
	need) – 6,200 sqft existing = 9,800 sqft of additional footprint to meet	
	seasonal needs.	

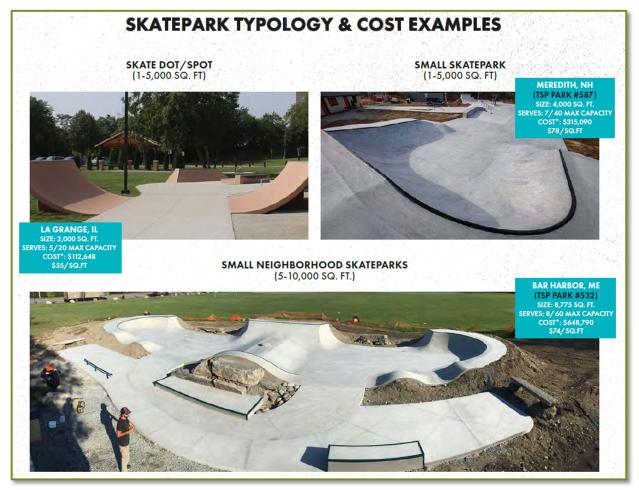


Figure 4. Source https://skatepark.org/wp-content/uploads/2023/03/Best-Practices-Guide-4.0.pdf

While the final details and scope of redesigning a skatepark was not included in the 2023 Master Plan, the Recreation Committee has committed to:

Commitment 1. Redesigning the asset as an inclusive, all-wheel park;

Commitment 2. Dedicate the necessary space to meet the level of service of the year-round population; expanding the footprint, at minimum, by 2,200 sqft into the equally neglected, but lesser used abutting softball field;

BOURNE COMMUNITY BUILDING – ADULT SOFTBALL FIELD			
	EXTREMELY POOR CONDITION		
	Infield	Stone Dust needed.	
	Bases	Need replaced	
	Field edging	Needed	
	Field	Hardly mowed during in-season sport; major evidence of dog waste.	
5	Benches	Newer. Excellent condition	
	Outfield	Many holes. Still damaged when Main St excess snow was stored.	
		Needs repaired.	
	Irrigation	Unknown	
	Fencing	Rusty but acceptable	
	Backstop	Rusty but acceptable	
Recommendation:	✤ Repurpose		
CMTE PRIORITY	MEDIUM		

As indicated in the Skatepark Project's Best Practices Guide:

"Considering accessibility, capacity and flow will ensure that the skatepark will serve more people, have a functional and enjoyable physical rhythm between obstacles and each obstacle will have the run up and run out needed to work properly. Experienced designers and builders will understand the nuances of a good skatepark layout. They will utilize existing topography, local obstacle requests and stormwater management needs to create a space that allows traffic to flow safely end to end or around a circuit. This is the nerdy design stuff that skaters don't often consider - but good skatepark advocates and skatepark designers must take these factors into consideration in order to create a good park."

Commitment 3. Consider new uses for the remaining portion of the softball field including categories not currently present on site but highly ranked in the Amenities Survey conducted for the 2023 Master Plan (*Figure 1*)

PROPOSAL FUNDING SOURCES

As the Skatepark is the primary priority within the Community Building Recreational Area to focus on redesigning and constructing, the details of wants/needs to assist with determining a redesign of the skatepark will affect the final costs associated with the proposed project.

- 1. The 2021 fall town meeting approved \$70,000 towards the design plans for the Recreational Area. To date, a balance of \$25,000 remains which can fund survey and testing to identify best placement of the all-wheel skatepark and scope of what can and cannot be incorporated into the final design (snake runs, bowls, lighting, shade, unique features, etc).
- 2. Grant and donation funding will be sought from Skatepark Project and other sources.
- 3. Continuing to utilize the Master Plan's conceptual designs and feedback, **the requested \$500,000 from CPC for FY25 is estimated based upon**:
 - Expanding the skatepark's footprint to approx.8,400sqft that will support the year-round need;
 - \$40-\$75/sqft for professional poured-in-place sustainable concrete skatepark design, stormwater, contingency and construction by an experienced concrete skatepark specialty firm (\$336,000+)
 - Remaining portion of fund balance will assist with costs associated with redesign and construction of remaining portions of softball and/or existing footprint of skatepark if new skatepark is determined best suited elsewhere on property.

LINKS TO SIMILAR AND RECENT PROJECTS IN MA

- Town of Billerica <u>https://www.town.billerica.ma.us/DocumentCenter/View/9430/CPC-</u> <u>Rec-PHR-Skate-Park-Playground?bidId=</u>
- City of Leominster <u>https://leominster-ma.gov/DocumentCenter/View/1078/Appendix-B2-News-Article-Tony-Hawk-foundation-gives-10000-grant-for-Frankie-Fortuna-skate-park-PDF</u>

CAPITAL IMPROVEMENT PROGRAM CAPITAL PROJECT REQUEST

DEPARTMENT SCHOOL DEPT FY 25

Information should be as specific as possible including start dates, completion dates and specific dollar amounts. Schematic design plans should be included to show the scope of the project. If available and appropriate based on the phase of the project more complete plans should be included.

NAME OF PROJECT Jackson Field Bleacher Design

DESCRIPTION OF PROJECT : This project includes the design, bid, and construction oversight for the replacement of the current "home" side bleachers, as well as site improvements and an addition of a pedestrian walkway to make the new bleachers accessible.

If this is a project with more than one phase – please describe the total project as well as each of the phases and then specifically describe the specific phase for this request.

DESCIPTION OF NEED: The feasibility study completed this year concluded that while there are no apparent visual signs of failure of the extisting bleacher structure, they noted concerns in both the build out and the design of the current structure, most significantly that the back railing was not high enough and does not meet code. It is Gale's opinion that the existing bleacher structure cannot be repaired and should be replaced. Although the study included the press box structure, because it is not physically attached we can replace the bleachers without upgrading it and making it accessible. Building a new pressbox would require the addition of a lift and is estimated to cost between \$185,000 and \$225,000.

PROJECT PHASE:

What is the proposed timeline for this project? Spring/Summer of 2024 for the design.

Is there more than one phase of this project? If so describe this phase and how it fits into the total project including the total project timeline.

Are there timing issues related to the completion of this project or project phase: Are there possible funding sources that might be lost or potential problems if this project or phase is not completed by a certain time?

PROJECT USEFUL LIFE (Years)

Describe the useful life and any factors which might extend or shorten the useful life of the project.

PROJECT PLANNING

Describe the planning process for this project. What Town Departments, Committees or Boards have been consulting in the planning? *The Budget and Facilities Sub-Committee supports this project.* Have any professional services (engineers, etc.) been consulted during the

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CAPITAL IMPROVEMENT PROGRAM CAPITAL PROJECT REQUEST

preparation for the project request? *Please see the Feasibility Study completed by Gale as well as their proposal for this phase.*

Are any future professional services required for the planning and/or completion of the project? N/A

Are any approvals necessary for this project? *The feasibility study was approved by the School Committee, The Capital Committee, The Finance Committee, and the voters when they funded the original \$50,000.* If so, have the approvals been obtained? If necessary approvals have not been obtained please describe the approval process and how it fits into the project timeline.

PROJECT COSTS

This should include cost of this phase as well as the overall project cost. Detailed estimates are helpful for project understanding and evaluation. *This phase of the project is* \$72,666.00. *We are requesting* \$30,000 as we still have \$44,000 left over from the \$50,000 from the capital request. *The replacement cost of the bleachers is estimated at just under* \$300,000 *if we reduce the seats to* 425 *and is currenlty on our Five Year Plan for* 2027. *The current capacity is* 610 *seats and would cost* \$277,800 *plus the pedistrean walkway to make it accessible at* \$45,000.00, *for a total of* \$322,800 *in today's dollars and climate.*

PROJECT FUNDING SOURCES

Please describe specifically with dollar amounts all proposed funding sources. If potential sources have been identified that can only be applied for based on project approval or completion, please describe the sources and the application and approval process for the funding source.

REVENUE GENERATED BY PROJECT IMPLEMENTATION

Projected annual revenueN/A – what is the source of the revenue.Is there current revenuerelated to this project?If so, describe the current revenue and expenses and how theproject will impact revenue and expenses.Will current revenue be lost if the project is notcompleted?What is the estimated payback (in years) on the project?

IMPACT OF PROJECT ON OPERATING & MAINTENANCE COSTS:

Are there any salaries or operating costs (including additional fuel, heat and/or electricity costs) expected N/A

Are there custodial or other maintenance costs associated with this project? Include both annual maintenance and other maintenance cost required less than annually.N/A

EXPLAIN AND JUSTIFY NEW POSITIONS.

PROJECT PRIORITY

CAPITAL IMPROVEMENT PROGRAM CAPITAL PROJECT REQUEST

Please describe and rank the priority of this project based on your perception of the importance of the project for your department and the Town in terms of both operating and capital budget needs. *I*

Also, please rank the project based on the Capital Outlay Committee criteria.1

Assessed value of taxable property to be removed from tax list:

Relation of this project to other projects or to the long range plan:

When was this project first requested for inclusion on the capital improvement plan? Two years ago

For what FY was the initial project request? 2026

If this project has previously been deferred from the current year projects under consideration have there been any impacts from this deferral.

Will the proposed project have an impact or effect of the environment?*No* If yes, please explain.

If land acquisition. Attach a plot plan.

Other comments:



Gale Associates, Inc. 300 Ledgewood Place | Rockland, MA 02370 P 781.335.6465 F 781.335.6467 www.galeassociates.com

January 30, 2024

Town of Bourne c/o Bourne Public Schools 36 Sandwich Road Bourne, MA 02532

Attn: Mr. Jordan Geist, Director of Business Services E: jgeist@bourneps.org

Re: Proposed Grandstands Bourne High School Bourne, MA Gale P07362

Dear Mr. Geist:

Gale Associates, Inc. (Gale) is pleased to present this proposal to provide Engineering Consulting Services to Bourne Public Schools (BPS) regarding the above-referenced facility.

PROJECT UNDERSTANDING

Based on Gale's previously submitted Bourne High School Track/Football "Home-Team" Bleacher, Press-Box, and Pedestrian Access Feasibility Study dated January 11, 2024, Bourne has subsequently requested Gale's assistance with the following improvements at Bourne High School:

• Engineering and design/consulting services for the installation of new grandstands (+/- 425 seats), with bid alternates for removing and replacing the "visitor-team" bleacher structure with a new (+/- 100 seats) bleacher structure with walkways to bring the grandstand/bleacher access into ADA compliance utilizing the internal track walkway.

Based on the nature of this project and our initial research, permitting services are not anticipated. Gale will provide engineering services for design, bid, and construction phase services, as follows:

Phase 1 – Background Evaluation, Facility Assessment and Schematic Design

• Attend a virtual "start-up" meeting with BPS to finalize the project goals, design criteria, and milestone schedule. Prepare the meeting agenda and issue related meeting minutes.



- Topographic Survey: Gale will retain the services of a Surveyor Subconsultant, Bayside Engineering (Bayside), to provide a limited topographic survey of the existing conditions of the "home-team" grandstands and "visitor-team" bleacher structure extending twenty feet (20') beyond the project limits. The work will include:
 - Prepare a plan depicting 1-foot contours and applicable spot grades, as well as existing site features.
 - Field locate site utilities, including rim and invert elevations, based on record information and visible above-ground appurtenances.
 - Provide an existing conditions base plan in AutoCAD.
 - This proposal does not include a property boundary survey. Therefore, the resultant plan will not be stamped by a Professional Land Surveyor (PLS).
- Geotechnical Services: Based on our initial conversations with grandstand vendors, we have been informed that there are suitable grandstand/bleacher systems for this project that do not necessitate geotechnical services. However, if the bleacher design evolves to require geotechnical services, Gale has provided an additional services option within this proposal to retain the services of a Geotechnical Subconsultant, Nobis Group, Inc. (Nobis), to complete a series of two to three (2-3) geotechnical borings (estimated to take one (1) day), at key project locations, to characterize underlying geotechnical strata and establish the design parameters for the grandstands. Nobis will retrieve samples, and complete laboratory testing to characterize the soils. Nobis' proposal is attached, and their services will be invoiced as a reimbursable expense. If required, these services can be authorized at a later date utilizing the separate authorization line provided in the signature block of this proposal.
- Utilities to be researched include water, storm drainage, electric, communications and gas. Gale will identify visible utility constraints and conflicts bearing on the proposed improvements utilizing existing grandstand and track area record plans provided by BPS, visible above-ground appurtenances, and paint markings by DigSafe. At this time, we are assuming the electrical/communications services to the existing press box will remain unchanged. Therefore, no electrical subconsultant services have been included in our scope.
- Using the existing conditions information compiled, Gale will prepare one (1) conceptual layout for the proposed improvements. Meet virtually with BPS on one (1) occasion to review the conceptual plan. Complete one (1) revision to the layout, based on client direction, to produce a final schematic layout with a preliminary schematic level estimate of constructed cost.
- The final schematic design submission will include layout and grading plans. Meet virtually with BPS to review the schematic plan submission. BPS will provide approval of the schematic plans prior to proceeding with Engineering and Design.



Phase 2 – Engineering and Design/Final Design Documents

- Prepare a site grading plan for the proposed grandstand construction area. The grading plan will show proposed spot grades and contours, as well as site accessibility, updated by the bleacher location.
- The design development plan set will generally include:
 - Cover Sheet
 - General and Technical Notes Plan
 - Existing Conditions with Erosion Controls and Demolition Plan
 - Layout, Materials, and Grading Plan
 - o Miscellaneous Site Details
 - o Grandstand Plans
- Make a design development progress submission at the 75% stage of completion. The submission will include plans and details annotated with applicable technical notes. A construction cost estimate will be included with the submission. Meet virtually with BPS to present and review design options. Issue meeting minutes to confirm our understanding of BPS' intent.

Phase 3 – Final Design Documents

- Following the receipt of BPS' comments from the Engineering and Design Phase and authorization to proceed, we will finalize the site design documents suitable for public bidding. Provide BPS with a set of construction drawings stamped by a Registered Civil Engineer, as appropriate.
- BPS will provide the non-technical "front-end" contract requirements for the preparation of the contract documents or Gale will provide a standard AIA 201, General Conditions of a Construction Contract front end for BPS' comment and review.

Phase 4 – Bid/Award Services

- Assist BPS with bid phase services.
 - Draft an Invitation to Bid for BPS' approval and review advertisement requirements with BPS.
 - Attend a pre-proposal site visit for prospective bidders.
 - Respond to requests for clarification.
 - Issue addenda to the bid documents, if required.
 - Review the two (2) low proposal submissions for completeness and responsiveness.
 - Evaluate the bidders' performance on representative projects and provide BPS with a summary of the bid review results.

Phase 5 – Construction Phase Services

• Receive and review contractor's shop drawings and submittals for acceptance or rejection prior to project start-up. Rejected submittals will be returned to the contractor for



resubmittal. We recommend all submittals be received and reviewed by Gale prior to the pre-construction meeting and job start-up.

- Attend the pre-construction conference on site with the selected contractor and BPS. We will prepare the related agenda and meeting minutes.
- Respond to requests for information (RFIs) and issue clarification sketches, if needed. Review contractor requests for payment and assist with the preparation of change orders.
- Schedule and attend weekly construction meetings on site and develop/distribute related meeting minutes. Observe the project's general compliance with the contract requirements and schedule. We have based this Scope of Services on a construction duration of eight (8) weeks. Gale's proposal is predicated on six (6) construction meetings and one (1) additional structural site visit.
- Gale will conduct a final site visit to review the project, following notification from the contractor of Substantial Completion. The following services will be provided to assist BPS with project close-out:
 - Certify Substantial Completion.

Additional Services (if required)

Geotechnical Engineering (Nobis)

- Provide a summary of punch list items requiring completion by the contractor and related follow-up.
- Review contractor provided as-built drawings.
- Review close-out documents to be provided by the contractor (e.g., warranties, lien releases, maintenance manuals, etc.).
- Provide an opinion regarding final payment, release of retainage, and final acceptance by BPS.

COMPENSATION

• Gale's compensation to provide the Scope of Services is detailed as follows:

	<u>Gale</u>	Reimbursable <u>Subconsultants</u>
Phase 1 - Background Eval., Assess. & Schematic Design	\$ 8,500.00	
Surveying (Bayside)		\$8,338.00
Phase 2 - Engineering and Design	\$10,400.00	
Phase 3 - Final Design	\$ 8,100.00	
Phase 4 - Bid/Award	\$ 4,100.00	
Phase 5 - Construction Phase Services	<u>\$19,600.00</u>	
SUBTOTALS	\$50,700.00	\$8,338.00
TOTAL	\$59,038.00	

\$13,628.00



- Gale's compensation for the Scope of Services includes miscellaneous reimbursable expenses, such as mailing, mileage, printing, etc., associated with the project.
- Gale's services will be performed in accordance with our General Terms and Conditions or a mutually agreed upon contract, and invoiced per our current Schedule of Fees dated January 2024, attached.
- Reimbursable subconsultant expenses will be invoiced as noted above and include Gale's standard 15% subconsultant mark-up.

PROJECT PARAMETERS AND LIMITATIONS

- Record plans will be provided to Gale by BPS.
- Utilities may exist at the site for which there are no records. Gale's proposal does not include research or field services to locate non-record utilities.
- Preliminary estimates of construction costs and detailed estimates of construction costs prepared by Gale represent Gale's judgment as a design professional familiar with the construction industry. It is recognized that neither Gale nor BPS has control over the cost of labor, materials, or equipment, over the contractor's methods and means of construction, or any of the other variables involved in construction bidding. Accordingly, Gale does not warrant or represent that construction costs will not vary from the project budget or cost estimates.
- For publicly bid projects, Gale will advertise the project in the Central Register. BPS will be responsible for local newspaper advertisements and posting at the office of the awarding authority and in COMMBUYS.
- Gale's review of shop drawings and material submittals is not for the purpose of determining the accuracy and completeness of other information, such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. Gale's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by Gale, of any construction means, methods, techniques, sequences, or procedures. Gale's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- Job site safety is the contractor's responsibility. Gale representatives, including subconsultants retained by Gale, may visit the job site from time to time. These visits are for clarifications of specific design related issues only and are not for the purposes of job site safety. It is the contractor's sole responsibility to comply with all site safety applicable requirements.
- The correction of issues noted by Gale during this construction phase is the responsibility of the contractor, as is documentation of the correction. Gale bears no liability for further or additional observations or follow-up of issues identified. Lists generated by Gale are not considered to be all inclusive and represent only those issues actually observed and noted by



Gale personnel while on-site. Gale has been tasked to observe specific construction elements only, and the absence of notations with respect to any other construction elements neither creates any liability on Gale's part, nor alters the contractor's responsibility to complete all work in accordance with the contract documents.

- Gale's fee does not include:
 - Geotechnical engineering services (unless authorized as additional services).
 - Electrical engineering services.
 - Flood plain elevation determination studies.
 - Habitat studies or mitigation design.
 - Meetings beyond those defined/enumerated above.
 - Physical location, camera inspection, or the evaluation of condition of utilities.
 - Design off-site utility upgrades or any required upgrade to electrical service.
 - Development of financial or legal analyses.
 - Property line and easement survey.
 - 3-D perspective renderings or models.
 - Permitting services.
 - Permitting any open Order of Conditions related to previous projects.
 - SWPPP and NPDES Permit will be prepared by others.
 - Services related to a bid protest.
 - Re-work due to change in regulations.
 - Mechanical/plumbing/fire protection services.
 - Third party professional cost estimating.
 - Contractor services and associated equipment, including third party testing.
 - Traffic studies.
 - Services related to site contamination or hazardous materials testing (LSP services).
 - Construction as-built survey or plan preparation.
 - Wetlands replication or off-site mitigation design.
 - Services related to historical or archeological issues.

Should services be required in these areas, or areas not previously described, Gale will prepare a proposal or amendment, at BPS' request, that contains the scope of services, fee and schedule required to complete the additional services.

REQUIRED DOCUMENTS

- If this proposal is acceptable, please sign below and return one (1) copy to this office. Gale's receipt of an executed agreement will constitute a Notice to Proceed with the services outlined herein and contract for services.
- Receipt of this signed proposal is required prior to Gale initiating services on the project.



Thank you for considering Gale to provide services on this project. Should there be any questions, please do not hesitate to contact the undersigned.

Best regards, GALE ASSOCIATES, INC.	Accepted for: TOWN OF BOURNE C/O BOURNE PUBLIC		
Kathleen D. Hervol/cmh	SCHOOLS (BOURNE) The Undersigned represents that he/she is a		
Kathleen D. Hervol Director of Athletics	officer/principal of Bourne and is duly authorize to execute this contract on behalf of Bourne.		
Nathan T. Socha/cmh			
Nathan T. Socha Project Manager	Signature		
NTS/KDH/cmh	Type Name and Title		
Enclosures: • Bayside Proposal • Nobis Proposal	Date		
General Terms and ConditionsSchedule of Fees	Additional Geotechnical Services Authorized (Sign and Date when Authorized)		
CC: • Gale Team (JW, SMB)			

W:\Proposals\Town-Municipal Bldgs-Schools\MA\Bourne\Bourne High School\New Bleachers\2024 0130 Bourne Grandstand Proposal.docx



600 Unicorn Park Drive ~ Woburn, MA 01801 ~ Phone: 781.932.3201 ~ Fax: 781.932.3413

January 26, 2024

Kathleen D. Hervol, Director of Athletics Gale Associates, Inc. 300 Ledgewood Place, Suite 300 Rockland MA 02370

RE: Topographic Survey Bourne High School Track and Field Bleachers Project 75 Waterhouse Road, Bourne, MA 02532

Dear Kathleen:

Thank you for contacting Bayside Engineering, Inc. to request an estimate for work to be performed at **Bourne High School Track and Field, Bleachers Project, 75 Waterhouse Road, Bourne, MA.** Enclosed please find a "Job Order" describing the work to be performed

We look forward to working with you on your project. If you have any questions, please contact our office.

Sincerely,

BAYSIDE ENGINEERING, INC.

Vormen H. Brown

Norman H. Brown, P.E., P.L.S. President

Encl.



600 Unicorn Park Drive ~ Woburn, MA 01801 ~ Phone: 781.932.3201 ~ Fax: 781.932.3413

JOB ORDER

		Location:	Bourne High School Track
Job #			and Field, Bleachers Project
Name:	Kathleen D. Hervol		75 Waterhouse Road
Company:	Gale Associates, Inc.		Bourne, MA 02532
Street:	300 Ledgewood Place, Suite 300	Date Rec'd:	01/26/2024
City/Town:	Rockland MA 02370	Date Start:	6-8 weeks (weather permitting)
		Deed Bk:	Page:
Phone:	781 335 6465 ext. 215	Date:	
Email:	kdh@gainc.com	Plan:	
Cell:	-	Tax Map:	Lot:

Description: Existing conditions survey of the Bourne High School Track and Field required to design the replacement of the Bleachers

- 1 acre +/- Topographic Survey General vertical and horizontal accuracy < 1" +/-
- State Plane Coordinates and NAVD 88
- Location of existing features in highlighted area on attached plan
- Record utility provided by Gale Associates added to base plan (no inverts)
- Prepare base plan showing existing features and one-foot contours
- Provide base plan, Civil 3D files (including surface)
- No property lines
- PLS stamp not needed
- No invert elevations needed

Estimate: Topographic Survey and Plan Preparation No Wetland Delineation - Lump Sum Fee: \$7,250

Notes: Any additional work outside of this contract will be done on a time and material basis. The above estimate is based on recovery of monuments noted in record documents; If the on the ground location of monuments differ significantly from record information, additional costs may be required. Client authorization will be required in writing for any work outside of this contract.



Estimate is firm for 30 days. After 30 days, estimate is subject to change without notice.

Date:

Authorized by:

Section 16 - Fee and Reimbursement Schedule

STANDARD FEE SCHEDULE

Discipline	Hourly Rate
Principal	\$225.00
Project Manager	\$215.00
Senior Engineer	\$185.00
Project Engineer	\$165.00
Senior Designer	\$150.00
STAFF Engineer	\$130.00
Jr. Engineer/Designer	\$115.00
Senior Drafter	\$115.00
Clerical	\$ 80.00
Three-Person Survey Crew	\$240.00
GPS SURVEYOR	\$185.00
SURVEYOR	\$165.00
Two-Person Survey Crew	\$275.00
Professional Land Surveyor	\$205.00
CONSTRUCTION ADMINISTRATION ENGINEER	\$145.00
Resident Project Representative	\$130.00

Expert testimony and depositions will be billed at 2.5 times the standard fee.

Attendance of meetings, hearings, site walks, etc., that occurs after 5:00 p.m. on regular business weekdays, on holidays, or on weekends, will be billed at 1.5 times the standard fee or as stipulated in the scope of services.

Fees are subject to change January 1, 2025 and every year thereafter for the life of the contract.

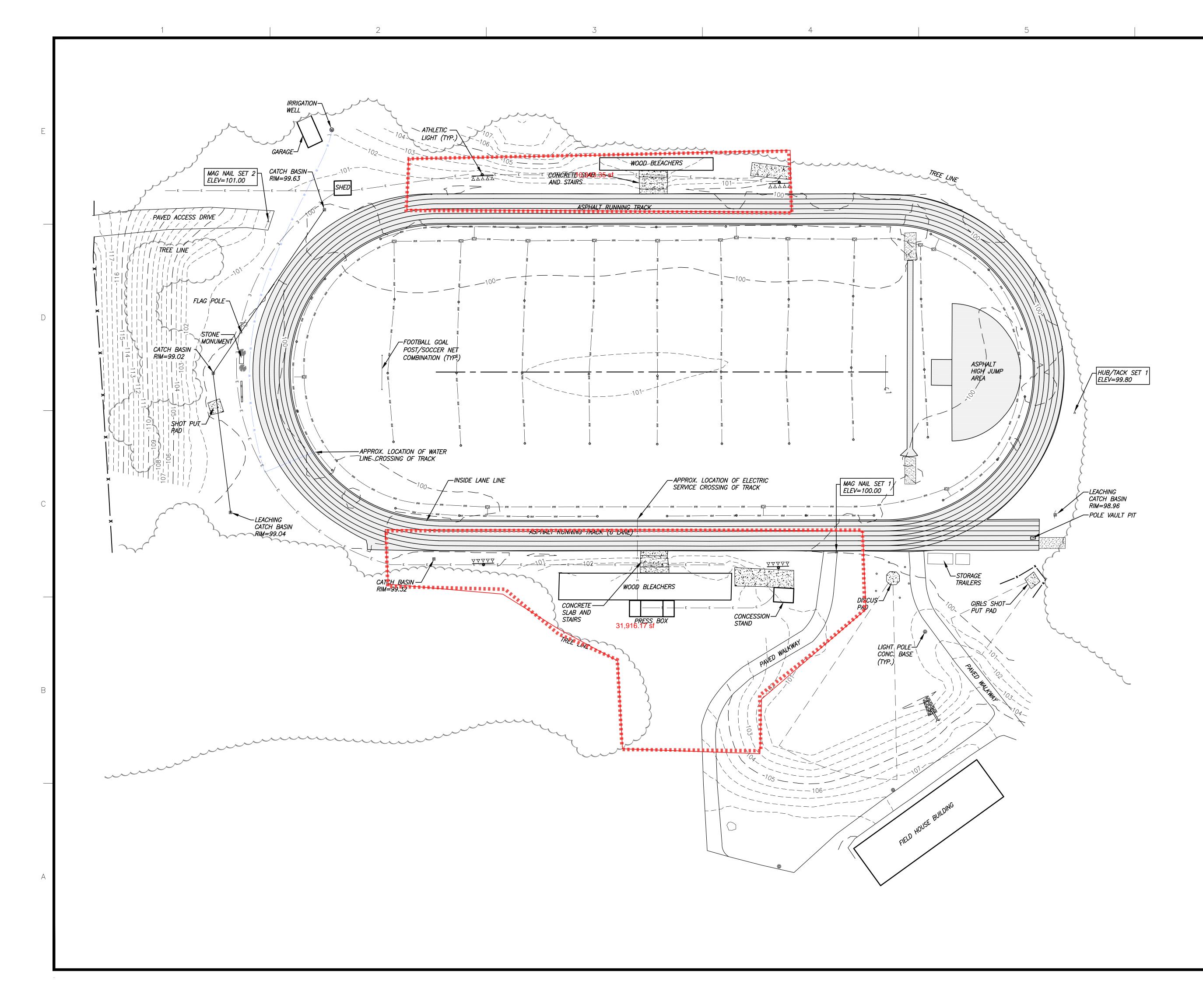
Section 17 - Reimbursement Policy

Postage, legal notices, registry of Deed fees, and other project related fees, will be billed at the cost plus fifteen (15) percent service charge.

Project application fees, permit fees, etc. shall be paid directly by CLIENT.

Any project subcontractors, for example, excavators, pumping, outside consultants, etc. that may be necessary for the project will be contracted directly by the CLIENT and paid for by the CLIENT. (Should ENGINEER accept to pay any such fees on behalf of the CLIENT, the CLIENT shall reimburse ENGINEER the cost plus a fifteen (15) percent service charge.)

Signature:	Date:



(N)

LEGEND

_ __ __ _

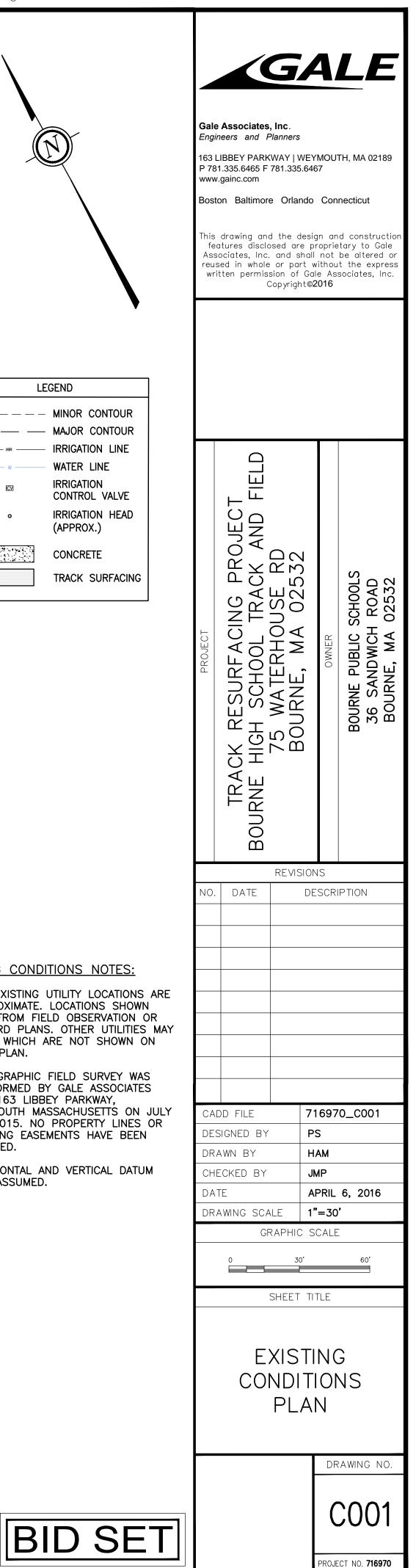
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EXISTING CONDITIONS NOTES:

- 1. ALL EXISTING UTILITY LOCATIONS ARE APPROXIMATE. LOCATIONS SHOWN ARE FROM FIELD OBSERVATION OR RECORD PLANS. OTHER UTILITIES MAY EXIST WHICH ARE NOT SHOWN ON THIS PLAN.
- 2. TOPOGRAPHIC FIELD SURVEY WAS PERFORMED BY GALE ASSOCIATES INC. 163 LIBBEY PARKWAY, WEYMOUTH MASSACHUSETTS ON JULY 30, 2015. NO PROPERTY LINES OR EXISTING EASEMENTS HAVE BEEN LOCATED.
- 3. HORIZONTAL AND VERTICAL DATUM ARE ASSUMED.



January 26, 2024 File No. 100775.000

Ms. Kathleen D. Hervol Director of Athletics Gale Associates, Inc. 300 Ledgewood Place, Suite 300 Rockland, MA 02370

Re: Proposal for Geotechnical Engineering Services Bourne High School Track and Field Upgrades Bourne, Massachusetts

Dear Ms. Hervol,

Nobis Engineering, Inc. d/b/a Nobis Group[®] (Nobis) is pleased to present this proposal to provide geotechnical engineering services for the above-referenced project. The purpose of our geotechnical study will be to evaluate the pertinent soil conditions within the project area to develop geotechnical parameters for the purpose of assisting others in the design and construction of a new grandstand.

Our scope of services does not include an environmental assessment of the site; however, we can modify our scope and fee to include these services, if requested.

This proposal outlines our understanding of the project, our proposed scope of services, and our lump sum fee to complete the services described herein.

PROJECT INFORMATION

Based on email correspondence, our understanding of the proposed project is outlined below:

Nobis Group® 18 Chenell Drive Concord, NH 03301 603-224-4182



Site Location & Existing Information

Location	The project is located at the Bourne Regional High School
Location	located at 75 Waterhouse Road, Bourne, Massachusetts.
	The existing high school campus athletic facilities includes a
Existing Improvements	baseball field, several multi-use fields, and a track and field.
	The area of our study is the existing track and field which
	includes wood bleachers and a concession stand to the south
	of the track.

Project Description/Information

	We understand the project consists of the design and a new
Project Description	grandstand to be located near the footprint of the existing
	wood bleachers on the south side of the track and field.

Should any of the above information or assumptions be inconsistent with the planned construction, please let us know so that we may make necessary modifications to this proposal.

Based on a preliminary review of a surficial geology map, we anticipate that the site consists of coarse glacial stratified deposits.

SCOPE OF SERVICES

Based on our discussions and our understanding of the project, our proposed geotechnical engineering scope of services is summarized in the following paragraphs.

Task 1 - Dig Safe Coordination/Prepare Health & Safety Plan

In accordance with Massachusetts state law, we will coordinate notification of Dig Safe Systems, Inc. (Dig Safe) for location of utilities in public easements. Nobis will visit the site and premark the planned test boring locations with wooden stakes and/or white paint. The proposed locations will be measured from existing site features.

Locating private lines on the property is not part of Dig Safe or Nobis' scope of work; all private lines should be marked/identified by the owner before the start of the subsurface exploration program. Our scope of services does not include subcontracting a private utility locating company; however, our scope and fee can be modified to include this service, if required. Nobis and/or its subcontractor(s) will not be held responsible for damage to underground utilities (public



or private) incorrectly marked or not marked by others. The locating of private utilities in the project area is the responsibility of the owner.

We will prepare a site-specific Health and Safety Plan (HASP) in preparation for drilling activities and procure a drilling subcontractor to perform the anticipated scope. The HASP will be intended for use by the Nobis field personnel.

Task 2 - Subsurface Exploration Program

Nobis will subcontract a drilling contractor for one (1) day to complete an exploration program consisting of advancing up to three (3) test borings for the proposed grandstand foundations. Locations will be based on access and locations of known underground and overhead utilities. Test borings will be drilled to depths on the order of 20 to 25 feet below existing grade, or refusal, whichever occurs first, using a truck mounted or off-road (ATV) mounted drilling equipment.

Soil sampling will be performed in general accordance with industry standard procedures wherein split-barrel samples are obtained using hollow-stem auger techniques. Samples will be obtained nearly continuously to a depth of 10 feet, and at 5-foot intervals thereafter. Sampling intervals may be varied at the time of drilling depending upon actual conditions encountered. Once soil samples have been collected and classified in the field, they will be placed in appropriate sample containers for transport to our office.

Nobis will provide a full-time field geologist/engineer to observe the subsurface explorations and modify the exploration program based on encountered conditions. Our field representative will review soil samples for visual classification purposes, observe and record groundwater levels during advancement and upon completion of each exploration, collect soil samples in accordance with industry standard procedures, and prepare test boring logs.

Assumptions & Items to be provided by Client

Items to be provided by the client include the right-of-entry to conduct the explorations and an awareness and/or location of any private subsurface utilities existing in the area.

Our fee is based on the site being accessible to truck mounted or ATV-mounted drilling equipment. Ground surface elevations will be estimated from available topographic plans.



Nobis will make reasonable efforts to reduce damage to the property, such as rutting of the ground surface, to the extent possible. However, it should also be understood that in the normal course of our work some disturbance will occur. We have not budgeted to restore the site beyond backfilling our test borings with soil cuttings. If there are any restrictions or special requirements regarding this site or subsurface explorations, these should be known before starting field work.

Our fee does not include services associated with site clearing, wet ground conditions, significant tree or shrub clearing, use of Terra Mats to protect natural turf areas, damage of existing landscape, or location of underground utilities beyond contacting a "one-call" locate service. If such conditions are known to exist on the site, Nobis should be notified so that we may adjust our scope of services and fee, if necessary.

We have assumed that there are no environmentally-impacted soils that will impact drilling techniques and production rates or require special handling or disposal of soil cuttings. If environmental impacts are encountered at the time of drilling such that they impact the exploration program, our scope and fees may need to be modified accordingly.

We have assumed that CORI, SAFIS, CHRI and/or other background checks are not required to complete the field investigation. If this is not the case our scope and fee will need to be modified accordingly.

For safety purposes, explorations will be backfilled immediately after their completion. Because backfill material often settles below the surface after a period of time, we recommend the boreholes be checked periodically by the owner and backfilled if necessary.

Task 3 - Engineering Analyses and Reporting

The results of our field program will be evaluated by a licensed professional geotechnical engineer registered in the Commonwealth of Massachusetts. Based on the results of our evaluation, we will prepare a report that summarizes the results of the field testing performed, provides logs of the test borings, and a diagram of the site/exploration layout. An electronic (.pdf) copy of our report will be submitted. The report will include, but not be limited to, the following:

- Site topographic information and surface conditions;
- Review of field test procedures and test data;



- Software-generated exploration logs with soil stratification based on visual soil classification;
- Groundwater levels observed during and/or at the completion of drilling, if encountered;
- Subsurface exploration location plan;
- Summary of subsurface exploration procedures;
- Summary of encountered soil conditions;
- Design values for allowable bearing capacity for shallow foundations;
- Estimated settlement of foundations;
- Seismic site classification;
- Subgrade preparation/earthwork recommendations; and
- Construction considerations, including need for construction dewatering.

PROJECT FEE

We propose to complete the scope of work described above for a lump sum fee of **\$11,850** which is allocated as follows:

	Tasks	Approx. Breakdown
Task 1	Dig Safe Coordination/Prepare HASP	\$1,550
Task 2	Subsurface Exploration Program (1 day with a Truck or ATV Drill Rig)	\$6,500
Task 3	Engineering Analyses and Reporting	\$3,800
	Lump Sum Fee	\$11,850

Our lump sum fee is based on the assumptions discussed above. The breakdown presented above is estimated and we may re-allocate compensation between tasks provided total compensation is not exceeded without your approval. Should conditions be different from those assumed herein, we may need to make modifications to our scope and fee accordingly. Our fees also assume the project does not require prevailing wage rates.

Coring bedrock is not included in our scope of services at this time. Should it be necessary to expand our services beyond those outlined in this proposal, we will notify you, then send a supplemental proposal stating the additional services and fee. We will not proceed without your authorization, as evidenced by your signature on a Proposal Addendum.



Our scope of services does not include attending project meetings or providing subsequent miscellaneous consultation to the design team after our report submission. We are available to confer with the design team after submittal of our report, or provide geotechnical consultation during construction; however, such services are beyond the scope of this proposal and would be charged at \$180 per hour for a Senior Project Engineer and \$210 per hour for a Senior Project Manager.

SCHEDULE

We can generally begin our services withing a few days following receipt of written authorization to proceed, pending drill rig availability, pending Dig Safe clearance, and provided site access and weather conditions permit. The geotechnical report can be completed within 15 business days after the completion of field activities. However, in situations where information is needed before we submit our report, we can provide information verbally, or provide recommendations for specific project requirements via email after we have completed our field program. We will make reasonable efforts to expedite our services to the extent practical.

ACCEPTANCE

We understand that, if selected, Gale Associates, Inc. will execute this proposal by issuing an amendment to the Subconsultant Agreement between Gale Associates, Inc. and Nobis Engineering, Inc. dated May 26, 2016. This proposal is valid only if authorized within 90 days from the proposal date.

Unless instructed otherwise, our invoice will be sent to your attention at the above address. If Nobis is authorized to proceed and the client subsequently postpones or cancels the work, we will invoice the client for the costs of project set up and mobilization incurred prior to notice of cancellation.



We look forward to working with you on this project. Thank you for the opportunity to be of service. If you require additional information, please contact us at (978) 703-6005.

Very truly yours,

NOBIS GROUP®

Bil Watan

Brien T. Waterman, PE Director of Geotechnical Engineering

7. Jelinch

Kurt Jelinek, PE Reviewer

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GENERAL TERMS AND CONDITIONS

GALE ASSOCIATES, INC. 300 Ledgewood Place, Suite 300 Rockland, Massachusetts 02370 781-335-6465

The following General Terms and Conditions are incorporated into and made part of the attached proposal dated January 30, 2024, between Gale Associates, Inc. (hereinafter referred to as "Gale") and the Town of Bourne c/o Bourne Public Schools (hereinafter referred to as "Client"), and together are referred to as the "Agreement."

Project Reference:

Name:	Proposed Grandstands
Location:	Bourne High School, Bourne, MA
Description:	Engineering Consulting Services

On-Site Testing and Other Exploration

To perform site/building evaluations and other explorations, Gale may engage a reputable contractor or contractors, experienced in this work. The contractor's invoice plus a 15% service charge will be added to Gale's fee. Alternatively, at Client's request, Gale can arrange for Client to enter into a contract with the contractor(s). In that event, invoices for these outside services will be sent to Client for direct payment to the contractor(s).

Client acknowledges and agrees that GALE is not responsible for any contractor or contractors for this work and will not guarantee, warranty or be responsible for their performance, completeness or the accuracy of their results.

Services of Others

On occasion, Gale will engage the specialized services of individual consultants or other companies to participate in a project. The cost of such services plus a 15% service charge shall be invoiced to Client.

Independent Contractor

In the performance of its services hereunder, Gale will be acting as an independent consultant and not as the Client's agent or fiduciary. No other relationship outside of that contemplated by the terms of this agreement shall be created. Nothing in this agreement shall imply or give rise to an agency or fiduciary relationship between Client and Gale.

On-Site Services During Project Construction

Should Gale's services be provided on the job site during project construction, it is understood that, in accordance with generally accepted construction practices, the contractor shall be solely and completely responsible for working conditions on the job site, including safety of all persons and property, during the performance of the work and compliance with OSHA Regulations, and that these requirements shall apply continuously and not be limited to normal working hours. Any observation of the contractor's performance conducted by Gale personnel is not intended to include review of the adequacy of the contractor's safety measures in, on, or near the construction site. In addition, Gale shall have no authority and shall not be responsible for the means, methods, techniques, sequences or procedures, or safety precautions and programs relating to the construction of the project.

Field services provided by Gale personnel shall not relieve the contractor of its responsibilities for performing the work in accordance with the construction documents or designs prepared by Gale or others.

Right-of-Entry

Unless otherwise agreed, Client will furnish right-of-entry onto the land and/or facility for Gale to make the planned surveys and other explorations. Gale will take reasonable precautions to minimize damage to the land and facilities for use of equipment, but Gale's fee does not include the cost for restoration of damage that may result from these operations. If Gale is required to restore the land or facility to the reasonable equivalent of its former condition, the cost for such restoration will be added to the fee.

Samples

Unless Client advises Gale otherwise in writing, samples will be discarded 60 days after submission of our deliverable. Upon request, Gale shall ship or deliver the samples, charges collect, or will store them for an agreed storage charge. The

remains, if any, of samples subjected to destructive testing shall be discarded 60 days after testing.

Compensation

Invoices will generally be submitted once per month for services performed during the previous month. Payment will be due within 30 days of invoice date. Interest will be added to accounts in arrears at the rate of 1-1/2% per month (18% per annum) or the maximum rate allowed by law, whichever is the lesser, of the outstanding balance. In the event Gale files suit or engages the use of a "collection agency" to enforce overdue payments, Client will be responsible for all court costs, reasonable attorneys' fees, and collection fees.

Gale shall be entitled, without breach of Contract, to suspend or terminate, at its sole option, its obligations under the Agreement if any invoice is not paid within 30 days.

The risk of loss and damage with respect to attempted payments to Gale, including, but not limited to, loss attributable to cyber-theft, shall be and remain with Client until payment is received and accepted by Gale. Said loss shall not relieve Client of its obligation to pay Gale all amounts owed it under this Agreement.

Client will be responsible for all court costs, reasonable attorneys' fees, and collection fees, associated with Gale's efforts to collect fees and expenses owed it.

Ownership of Documents

All reports, field data, notes, plans, specifications, calculations, and other documents of service, whether in hard copy or machine-readable form, which Gale prepares as instruments of service, shall remain the sole and exclusive property of Gale. Gale will retain all pertinent records relating to the services performed for a period of 7 years following submission of the deliverable, during which period the records will be made available to Client at all reasonable times and for payment of costs by Client. Client agrees that all reports and other deliverables furnished by Gale or other agents, which are not paid for, will be returned upon demand and will not be used for any purpose whatsoever.

It is understood and agreed that all documents prepared pursuant to this Agreement, whether in hard copy or machine-readable form, are intended for one-time project specific use. The Client may retain copies for information and reference in connection with the occupancy and use of the project. In the event of Client reuse of documents without engaging Gale, Client shall, to the fullest extent permitted by law, hold harmless and indemnify Gale for all claims and/or damages generated by said reuse.

Because of the possibility that the information and data delivered in machine readable form may be altered or damaged, the hard copy shall be referred to as the original and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of machine-readable documents provided by Gale from one system and/or format to another cannot be accomplished without risk of the introduction of inexactitudes, anomalies, and errors. In the event project documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith, and shall hold harmless and indemnify Gale from all claims, damages, and costs arising from or connected with such conversions.

Insurance

Gale is protected by Workers' Compensation Insurance, Professional Liability Insurance, and Standard Public Liability Insurance. Upon request, Gale will furnish information and Certificates of Insurance. Gale will not be responsible for any loss, damage, or liability beyond the amounts, limits, and conditions of such insurance available at the time of claim and/or beyond the limitation of liability established in these General Terms and Conditions. Gale will not be responsible for any loss, damage, or liability arising from Client's acts, errors, and omissions



and those of Client's staff, consultants, contractors, and agents, or from those of any person for whose conduct Gale is not legally responsible.

If either party to this agreement incurs damages arising out of the project that are covered by insurance, then the applicable party waives all claims against the other party to the extent such damages are covered by insurance. The Client shall require similar waivers from all other parties, including contractors, subcontractors, consultants, and other entities or individuals associated with the project.

It is specifically acknowledged that there are certain uninsurable risks involved in some services provided by Gale (i.e., hazardous waste and asbestos projects).

Standard of Care

In accepting this Agreement for professional services, Client acknowledges the inherent risks associated with land and building evaluation, design and construction. In performing professional services, Gale will use that degree of care and skill ordinarily exercised under similar circumstances by members of the profession practicing in the same or similar locality.

Limitation of Liability

The Client acknowledges the risks to GALE associated with this Project. Therefore, the Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless GALE, its officers, directors, employees, Consultants and Subconsultants (collectively GALE) against all damages, liabilities or costs, including reasonable attorneys' fees arising out of or in any way connected with Client's negligent actions, third-party claims and/or the services performed under this Agreement, except for damages, liabilities or costs arising from GALE's sole negligence or willful misconduct.

To the fullest extent permitted by law, the total liability in the aggregate of GALE and GALE's officers, directors, employees, agents, and independent professional associates, and any of them, to Client and anyone claiming by, through, or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to GALE'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 GALE or GALE's officers, directors, employees, agents, or independent professional associates, or any of them, shall not exceed \$50,000 or the total compensation received by GALE under this Agreement, whichever is less. To the fullest extent permitted by law, Client agrees to indemnify GALE for the costs, losses and expenses related to or arising from third-party claims resulting from the services performed under this Agreement.

GALE and the Client waive consequential damages, including but not limited to damages for loss of profits, loss of revenues, loss of business opportunities, for claims, disputes, or other matters in question arising out of or relating to this Agreement.

Limitation on Claims

The parties agree that causes of action that may accrue to Client pertaining to acts, failures to act, errors, omissions, or otherwise pertaining to the performance of this Agreement by Gale shall be deemed to have accrued and the applicable statute of limitations shall commence to run upon the date of Substantial Completion, issuance of Certificate of Occupancy, or final invoicing by Gale, whichever occurs first. The parties further agree that, regardless of the statute of limitations applicable where the service was performed, Client must initiate suit no more than two years after such cause(s) of action accrue.

Claims and Dispute Resolution

Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of Gale's services, Gale may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation. Mediation shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Miscellaneous

- A. Gale will only commence services on this project upon receipt from the Client of both the authorization to proceed, and the agreed upon retainer, if applicable. This retainer will be applied to the final invoice for the project.
- B. The Agreement represents the entire and integrated Agreement between the Client and Gale and supersedes all prior negotiations, representations, or agreements, either written or oral, and may be amended only by written instrument signed by both the Client and Gale.
- C. Gale has the right to renegotiate the fee if the original scope of services is changed, or if services are not completed within 12 months.
- D. It is recognized that Gale has no control over the cost of labor, materials, or equipment for construction, over any contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions. Accordingly, Gale cannot, and does not, warrant or represent that bids or negotiated prices will not vary from any cost estimate or evaluation prepared by Gale.
- E. Should any representative of Gale be requested, required, ordered, or subpoenaed to give any testimony, either at trial, deposition, hearing, or otherwise, concerning services performed under this agreement, or concerning the subject matter of this retainer, then Client shall compensate Gale for all reimbursables and time incurred in connection with the preparation for and giving of such testimony at the rates prevalent at the time of the Service.
- F. In the event that any part of this Agreement or proposal shall be held invalid, such invalidity shall not invalidate the whole of this Agreement or proposal, and the remaining provisions thereof shall continue to be valid and binding.
- It is understood by the parties that the existing or constructed building may, G. as a result of its construction, use, maintenance, occupation, or otherwise, contain or be caused to contain mold substances which can present health hazards and result in bodily injury, property damage, and/or necessary remedial measures. If, during construction of the Project, Gale knowingly encounters any such substances, Gale shall notify the Client and, without liability for consequential or any other damages, suspend performance of services until the Client retains a qualified specialist to abate and/or remove mold substances. The Client agrees to release and waive all claims against Gale, its subconsultants and their officers, directors, and employees, arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of construction. Client further agrees to indemnify and hold Gale harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold on the project site, whether during or after completion of construction, except for those claims, liabilities, costs, or damages caused by the sole gross negligence and/or knowing or willful misconduct of Gale.

Termination

Gale may terminate this Agreement with respect to the Project for convenience, at its option, by sending a written Notice of Termination to Client. Gale shall have the right to terminate this Agreement with respect to the Project for cause if the Client commits a material breach of this Agreement and fails to cure such breach within 10 days. If circumstances arise which, in Gale's professional opinion, preclude it for professional or ethical reasons from continuing performance, Gale shall advise Client of the fact. The parties shall immediately enter into good faith efforts to arrive at a mutually satisfactory solution. If this cannot be done to the satisfaction of both parties, either party may terminate this Agreement with respect to the Project. The Notice of Termination shall specify which services will be discontinued and when termination shall be effective, provided that no termination shall be effective less than 10 calendar days after receipt of the Notice of Termination.



SCHEDULE OF FEES

JANUARY 2024

GALE ASSOCIATES, INC. 300 Ledgewood Place, Suite 300 Rockland, Massachusetts 02370 781-335-6465

Fees for services are based on the time worked on the project by staff personnel in accordance with the following schedule:

Principal	\$300/hr
Senior Associate/Partner	\$280/hr
Associate	\$265/hr
Chief Engineer/Director	\$250/hr
Sr. Project Manager/Sr. Structural Engineer	\$240/hr
Project Manager	\$220/hr
Sr. Engineer/Architect/Planner/Designer	\$190/hr
Landscape Architect	\$190/hr
Project Engineer/Architect/Planner/Designer	\$175/hr
Drone Pilot	\$165/hr
Sr. Staff Designer	\$155/hr
Staff Designer	\$145/hr
Sr. Technician/CAD Designer	\$135/hr
Technician/CAD Drafter	\$130/hr
Administrative Professional	\$130/hr
Clerk/Admin. Assistant/Intern	\$110/hr

Fees for expert testimony at pre-trial conference, deposition, hearing, trial, or any other legal proceeding, including preparation time for any such testimony, will be billed at 1.5 times the hourly rate.

Fees for expedited services authorized will be billed at 1.5 times the hourly rate.

Overtime will be charged for services for more than 8 hours per day, including travel, and all services on holidays, Saturdays, and Sundays. Overtime is charged at a rate of 1.5 times the regular hourly rate.

In the event onsite construction observation services are provided, the minimum charge for an onsite visit will be 4 hours.

This Schedule of Fees will be utilized for a period of six months from the date of submission unless otherwise provided in the Agreement and is subject to revisions at sixmonth intervals unless otherwise stipulated in the Agreement.

Reimbursable Expenses

Automobile expenses for personal or company vehicles will be charged at \$0.60 per mile, plus toll charges for travel from Gale's office to the project and return and for travel required in the conduct of work. The following items of direct non-salary expenses shall be billed at Gale's cost plus 15%.

- 1. Transportation and living expenses incurred for out-oftown projects.
- Laboratory and field equipment directly identifiable to the project and specifically noted in Gale's proposal.
- 3. Purchase of specialized equipment and rental of equipment from outside vendors.
- Reproduction of specifications, drawings, reports and photographs beyond what is specifically included in Gale's proposal.
- 5. Computer services provided by outside vendors.
- 6. Rental vehicles.
- 7. Contractor and sub-consultant services.
- 8. Federal Express and Priority Mail costs when requested by the client.



Gale Associates, Inc. 6 Bedford Farms Drive, Suite 101 | Bedford, NH 03110 P 603.471.1887 F 603.471.1809 www.galeassociates.com

January 11, 2024

Town of Bourne c/o Bourne Public Schools 36 Sandwich Road Bourne, MA 02532

Attn: Mr. Jordan Geist, Director of Business Services E: jgeistl@bourneps.org

Re: Track/Football "Home-team" Bleacher, Press-box, and Pedestrian Access Feasibility Study Bourne High School Gale JN 719330

Dear Mr. Geist:

Gale Associates, Inc. (Gale) is pleased to provide the following study with respect to the existing Track/Football "Home-team" Bleacher, Press-box, and Pedestrian Access infrastructure located on the Bourne High School campus in Bourne, MA.

Bourne High School (BHS), located at 75 Waterhouse Road within the Bourne, MA community, is a student-centered high school that provides unique academic programming and a variety of extracurricular and athletic activities. With a student population of approximately 350 young adults, inclusive to grades 9th through 12th, BHS provides students with real-world, hands-on learning opportunities that foster the development of both independent inquiry skills and collaboration. BHS has earned being one (1) of two hundred fifty (250) schools in the United States and Canada to earn the distinction of the College Board 2019 Advance Placement (AP) Honor Roll Status.

BHS also has a strong athletic program. The BHS Canalman student-athletes have the opportunity to participate in athletic programs like field hockey, cross-county, soccer, basketball, softball, and spring track & field. While BHS is well known for their strong football, boys' ice hockey, and girls' volleyball teams, in 2023 BHS earned their first MIAA Division 5 State Baseball Champions.

Many of the Canalman student-athletes utilize the existing track and interior football turf field for practice and competitive games/meets. Currently, the track/football athletic facility's "home-team" bleacher structure is approaching the end of its serviceable life for use by the athletes, coaches, and guests. The School District has expressed concern about the safety of the existing structure and would like to understand the cost of either repairing and/or replacing the existing bleachers. In addition, the School would like to understand if the existing adjacent press-box building structure needs to be repaired/replaced, along with understanding if there are any handicap accessibility concerns associated with the project area. Last, the School reported the existing track/football athletic facility currently experiences approximately four (4) home football games, a few soccer and lacrosse home games under the lights, a graduation, and maybe one (1) special event on an annual basis. During these events, the School has observed a significant portion of the spectators standing around the field, versus sitting in the bleachers.



This study summarizes the non-destructive, surface visual evaluation of the existing "home-team" bleacher, press-box, and associated pedestrian accessway from the athletic facility to the school perimeter roadway. The evaluation has been limited to the area highlighted in yellow on Figure 1.



Figure 1 – Project Limits

"Home-team" Bleacher Evaluation. The existing bleacher structure is approximately one hundred twentytwo feet long by eighteen feet wide (122' L x 18' W) and consists of ten (10) rows of seating, please see Figure 1. It is estimated the existing structure can accommodate 610 spectators; based on a seating width of twenty-four inches (24"). Below is a summary of recorded observations of the bleacher structure.

- Bleacher seats consist of a single 2-inch by 19-inch by 12 feet (2" x 10" x 12') pressure-treated timber board. Based on the bolt pattern and dimensional open space of the bleacher structure, it appears there is room for the seats to consist of a two (2) board width; versus the current single-board width (see Figure 2). The boards are secured to the steel bleacher framing by six (6) lag bolts per board. While both the boards and lag bolts appear to be in satisfactory condition, there was some evidence of deflection (i.e., bounce) when loaded on some of the boards.
- Bleacher foot-rests, similar to the bleacher seating, consist of a single 2-inch by 19-inch by 12 feet (2" x 10" x 12') pressure-treated timber board. Based on the bolt pattern and dimensional open space of the bleacher structure, it appears there is room for the foot-rests to consist of a two (2) board width; versus the current single-board width (see Figure 2). The boards are secured to the steel bleacher framing by six (6) lag bolts per board. While both the boards and lag bolts appear to be in satisfactory condition, there was some evidence of deflection (i.e., bounce) when loaded on some of the boards. There is no evidence of a vertical kick and/or heal plate at the outer faces of the foot-rest boards.

Track/Football Press-box, Bleachers, and Pedestrian Access Feasibility Study Page 3



- The steel bleacher structure appears to be bolted to a 2-inch by 10-inch (2" x 10") pressure-treated timber boards supported by a crushed gravel base, please see Figures 3 and 4.
- Fall protection guards were recorded commencing 25-inches from the ground to the top of the fall protection guard railing; meeting International Building Code (IBC) 1015.2. Railing continued along the side of the bleacher structure to the higher seating, along the back of the bleacher structure, and along the other side of the bleacher structure. The railing was recorded along the back to be 41inches high, measured from the top of rail to the top of the timber seat, not meeting IBC 1015.3 (see Figure 6).
- No internal stairway and associated handrails were observed within the bleacher structure. ٠

While there are no apparent visual signs of failure of the existing "home-team" bleacher structure, there is evidence of concerns, as described above. It is Gale's opinion, the existing bleacher structure cannot be repaired and should be replaced.

Based on Gale's experience of other similar projects, a typical bleacher replacement costs based on the number of spectators is \$350 per seat; not including demolition of the existing structure, site work preparation, and placement of cast-in-place concrete slab (add twenty percent [20%] of bleacher cost). Gale's opinion of probable construction cost to replace the existing bleacher structure with a new 610spectator bleacher structure is \$213,500 (plus \$46,300 for site improvements); totaling \$277,800. However, based on the student population and the reported use of the bleachers, it is Gale's opinion a spectator count of 425 seats (twenty percent [20%] more than the school's student population) bleacher system could be considered appropriate. Therefore, Gale's opinion of probable construction cost to replace with a 425-spectator bleacher structure is \$148,750 (plus \$29,750 for site improvements); totaling \$178,500. Before proceeding with any new bleacher design, the School should review/confirm bleacher capacity needs.

Press-box Evaluation. The existing press-box is a two-story building structure. The press-box building structure is an independent structure not connected/attached to the "home-team" bleacher structure, please see Figures 7 through 12. Below is a summary of recorded observations of the press-box structure.

- The first floor consists of front and rear sections. The front (athletic side) section is constructed from concrete masonry unit (CMU) blocks. Dimensions were recorded to be 12'-0" long by 5'-6" wide by 10'-4" tall. The rear (school side) section of a timber siding and have the dimensions of being 16'-7" long by 5'-9" wide by 10'-4" tall. Both the timber sided and CMU portions of the first floor appeared to be in satisfactory condition.
- The second floor is an enclosed timber siding structure that is divided into front and rear section. The • front (athletic side) section is recorded to be 32'-2" long by 5'-6" wide. While the middle twelve-foot (12') section is supported by the first floor CMU blocks, the flanking 10'-1" extensions are supported on two (2) 6" x 4" timber posts and 10" diameter concrete footings. The rear (school side) section is recorded to be 16'-7" long by 5'-9" wide.

Track/Football Press-box, Bleachers, and Pedestrian Access Feasibility Study January 11, 2024 Page 4



There does not appear to be handicap accessibility to the second floor of the building structure. Massachusetts Architectural Access Board (MAAB) standards, 521 CMR 20 requires an accessible route connecting accessible spaces and elements inside and outside a facility.

While an interior visual evaluation (including architectural, structural, and building enclosure evaluation) was not conducted, based on the non-destructive, visual, ground-level, exterior evaluation, it appears the press-box building structure is in fair condition. If the School considers replacing the existing press-box building structure, Gale's opinion of probable construction cost (based on experience of other similar projects) to replace could range between \$60,000 to \$100,000 (plus \$25,000 for site demolition and preparation); totaling \$85,000 to \$125,000.

It should be noted, at the time of press-box building structure replacement, handicap accessibility to the second floor will be required to be incorporated. The anticipated additional cost to include handicap accessibility lift is \$100,000.

In summary, replacement cost of the press-box is expected to range between \$185,000 to \$225,000.

Pedestrian Access Evaluation. The pedestrian access/walkway to the "home-team" bleacher structure consists of two (2) sections. The first section commences from the school perimeter road and concludes at the track/football athletic facility; Figures 13 through 16. This walkway section is approximately 250 feet long by 10 feet wide and consists of a bituminous concrete surface. The surface condition of this walkway appears to be in good condition with six (6) transverse cracks recorded; four (4) cracks extended the full width of the sidewalk, while the remaining two (2) extended halfway across the sidewalk width. Profile and cross-slopes of the walkway were recorded at 100-foot intervals, ranging between 0.5% to 4.6% and 0.0% to 0.4%; respectively. Both American Disability Act (ADA) Chapter 403.3 and MAAB 521 CMR 22.3 requires profile slopes no greater than 1:20 (5%) and cross-slopes no greater than 1:48 (2%).

The second section commences from the track/football athletic facility, passes the concession stand, and concludes at the higher-elevated "home-team" bleacher structure. This walkway section is approximately 42 feet long by 13 feet wide and consists of a Portland cement concrete surface. The surface condition of this walkway appears to be in good condition. The concrete walkway includes one slope that connects the higher elevation "home-team" bleachers to the lower elevation concession stand. The slope was recorded to be approximately 18 feet long by 13 feet wide, please see Figures 17 and 18. One (1) profile and crossslope recording was performed at the center of the walkway ramp; results were recorded to be 12.3% and 0.0%, respectively. The profile slope of this section does not meet current ADA and MAAB handicap accessibility standards; therefore, restricts handicap accessibility from the track/football athletic facility to the "home-team" bleacher structure.

To correct the restricted handicap accessibility from the "home-team" bleacher structure to the concession stand and entrance of the track/football athletic facility, it is Gale's opinion that a handicap accessible pathway be constructed from the "home-team" bleacher to the existing bituminous concrete walkway. The proposed handicapped accessible walkway would parallel the existing bleacher structure and extend approximately 75 feet (based on field measurements) to tie to the existing pavement walkway and be ten feet (10') in width. The engineer's opinion of probable construction cost expand the existing walkway to provide handicap accessibility to the "home-team" bleacher structure is \$45,000.



Summary. Based on non-destructive, visual, ground-level exterior evaluation, Gale's opinion are as follows:

- The existing "home-team" bleacher be replaced. While the School will need to identify the number of spectator seating for the replacement bleacher structure, 425 seats (twenty percent [20%] more than the school's student population) could be considered to be appropriate by the School. Therefore, the engineer's opinion of probable construction cost to replace with a 425spectator bleacher structure is \$148,750 (plus \$29,750 for site improvements); totaling \$178,500.
- 2. The existing pedestrian access walkway should be expanded to provide handicap accessibility from the walkway to the "home-team" bleachers. The engineer's opinion of probable construction cost for this improvement is \$45,000.

We appreciate the opportunity to be a continued service to the Bourne community. If you have any questions or comments, please do not hesitate to contact us.

Best regards, GALE ASSOCIATES, INC. ucied Scott M. Bourcier, P.E.

Project Manager

SMB/gmt/jw

Enclosure: Appendix A - Site Photographs

G:\719330 - Bourne MA Track Bleacher\01 Study\02 Civil\REPORT_Summary (24) 01-11b.docx



APPENDIX A – PROJECT PHOTOGRAPHS:



Figure 1 – "Home-team" bleacher structure.



Figure 2 – Single-board width for seat and footrest. Bold pattern and open space indicate room for two (2) board width.



Figure 3 – Bleacher structure timber foundation and gravel subbase.



Figure 4 – Bleacher structure timber foundation and gravel subbase.



Figure 5 – *Bleacher structure fall protection railing.*



Figure 6 – Bleacher structure fall protection railing measured to be 41-inches from top of the timber seat.



PROJECT PHOTOGRAPHS (continued):



Figure 7 – *Front/north side of press-box building structure.*



Figure 8 – *Rear/south side of press-box building structure.*



Figure 9 – West side of press-box building structure.



Figure 10 – East side of press-box building structure.



Figure 11 – *West underside of press-box building structure.*



Figure 12 – East underside of press-box building structure.



PROJECT PHOTOGRAPHS (continued):



Figure 13 – Pavement walkway section looking from school perimeter road to athletic facility.



Figure 15 – *Sta. 0+50 pavement walkway profile slope.*



Figure 14 – Sample transverse pavement crack.



Figure 16 – *Sta. 0+50 pavement walkway profile slope of 4.2%.*



Figure 17 – Concrete walkway profile slope



Figure 18 – Concrete walkway profile slope of 12.3%.