

December 13, 2022

Mr. Tony Guigli  
Project Manager  
Building Department  
333 Washington Street  
Brookline, MA 02445

Re: Michael Driscoll School Project  
Designer Services Contract Amendment No. 22

Dear Mr. Guigli,

LeftField has reviewed Designer Contract Amendment No. 22 presented in Jonathan Levi Architects' Fee Proposal, dated November 1, 2022, for design and construction services for the change from VCT to terrazzo in select areas of the first floor of the Driscoll School. At the request of the Town, the terrazzo that was value engineered out of the project during the development of the GMP was added back into the project. JLA's fee proposal is for additional meetings, providing a new Terrazzo Bid Package and Construction Administration services for approving the mix design samples with PSB, for technical and design conformance of submittals, shop drawings and field inspections for the addition of the terrazzo. The cost for the JLA's services is \$12,500.00.

The scope of services are as requested by the Town of Brookline and the cost of the work aligns with the fee presented. Therefore, LeftField recommends that the Town of Brookline accept Designer Contract Amendment No. 22 for the total of \$12,500.00.

Should you have any questions regarding this recommendation of approval, please contact me.

Sincerely,



Lynn Stapleton, AIA, LEED AP B D + C

Cc: Jim Rogers, LeftField, LLC  
Adam Keane, LeftField, LLC  
Philip Gray, Jonathan Levi Architects

**CONTRACT FOR DESIGNER SERVICES**

**AMENDMENT NO. 22**

**WHEREAS**, the TOWN OF BROOKLINE (“Owner”) and JONATHAN LEVI ARCHITECTS LLC. (the “Designer”) (collectively, the “Parties”) entered into a Contract on August 31, 2018, (“Contract”) for Designer Services for the New Construction of the Michael Driscoll Elementary School, Abatement and Demolition of the Existing School, Site Improvements and All Associated Work at the 64 Westbourne Terrace, Brookline, MA 02446; and

**WHEREAS**, the scope of this work is summarized in the attached Jonathan Levi Architects’ (JLA) Proposal, dated November 1, 2022, for the additional architectural work for the change from VCT to terrazzo; and

**WHEREAS**, Contract Amendment No. 2 was approved by the Town of Brookline on January 17, 2020; and

**WHEREAS**, Contract Amendment No. 3 was approved by the Town of Brookline on March 18, 2020; and

**WHEREAS**, Contract Amendment No. 4 was approved by the Town of Brookline on March 26, 2020; and

**WHEREAS**, Contract Amendment No. 5 was approved by the Town of Brookline on March 26, 2020; and

**WHEREAS**, Contract Amendment No. 6 was approved by the Town of Brookline on May 12, 2020; and

**WHEREAS**, Contract Amendment No. 7 was approved by the Town of Brookline on June 9, 2020; and

**WHEREAS**, Contract Amendment No. 8 was approved by the Town of Brookline on August 11, 2020; and

**WHEREAS**, Contract Amendment No. 9 was approved by the Town of Brookline on August 11, 2020; and

**WHEREAS**, Contract Amendment No. 10 was approved by the Town of Brookline on October 13, 2020; and

**WHEREAS**, Contract Amendment No. 11 was approved by the Town of Brookline on March 9, 2021; and

**WHEREAS**, Contract Amendment No. 12 was approved by the Town of Brookline on April 13, 2021; and

**WHEREAS**, Contract Amendment No. 13 was approved by the Town of Brookline on September 14, 2021; and

**WHEREAS**, Contract Amendment No. 14 was approved by the Town of Brookline on September 14, 2021; and

**WHEREAS**, Contract Amendment No. 15 was approved by the Town of Brookline on October 12, 2021; and

**WHEREAS**, Contract Amendment No. 16 was approved by the Town of Brookline on October 12, 2021; and

**WHEREAS**, Contract Amendment No. 17 was approved by the Town of Brookline on November 9, 2021, and

**WHEREAS**, Contract Amendment No. 18 is being presented for approval by the Town of Brookline on December 13, 2021, and

**WHEREAS**, Contract Amendment No. 19 is being presented for approval by the Town of Brookline on December 14, 2021, and

**WHEREAS**, Contract Amendment No. 20 is being presented for approval by the Town of Brookline on February 8, 2022, and

**WHEREAS**, Contract Amendment No. 21 is being presented for approval by the Town of Brookline on September 13, 2022, and

**WHEREAS**, effective as of December 13, 2022, the parties wish to amend the contract, as amended:

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

1. The Owner hereby authorizes this Contract Amendment No. 22 for the total value of \$12,500.00. This Amendment is based on JLA’s Proposal, dated November 1, 2022 for additional Design and Construction Administration for the change to terrazzo. The Designer is herein authorized to commence the services outlined in this Amendment, pursuant to the terms and conditions set forth in the Contract, as amended.
2. For the performance of services required under the Contract, as amended, the Designer shall be compensated by the Owner in accordance with the following Fee for Basic Services:

<b>Fee for Basic Services</b>		<b>Previous Amendments</b>	<b>Amount of This Amendment</b>	<b>Total of All Amendments</b>
Feasibility Study/Schematic Design Phase	\$1,179,260	\$ 500	\$ 0	\$ 1,179,760
CA #2 - Design Development Phase	\$ 0	\$ 1,814,766	\$ 0	\$ 1,814,766
CA #2 - Construction Documents Phase	\$ 0	\$ 2,540,672	\$ 0	\$ 2,540,672
CA #2 - Bidding Phase	\$ 0	\$ 290,363	\$ 0	\$ 290,363
CA #2 - Construction Phase	\$ 0	\$ 2,540,672	\$ 0	\$ 2,540,672
CA #2 - Completion Phase	\$ 0	\$ 72,590	\$ 0	\$ 72,590
CA #3 - Geotechnical Engineering – Geothermal Test Well	\$ 0	\$ 117,673	\$ 0	\$ 117,673
CA #3 -Acoustical Engineering – Noise Sound Measurements	\$ 0	\$ 5,500	\$ 0	\$ 5,500
CA #4 – HAZMAT Consulting	\$ 0	\$ 138,512	\$ 0	\$ 138,512
CA #5 – Geo-Environmental & Geotechnical, Subsurface	\$ 0	\$ 340,725	\$ 0	\$ 340,725
CA #6 – Utilities – Hydrant Flow Test	\$ 0	\$ 1,375	\$ 0	\$ 1,375

CA #7 – Supplemental Geo-Engineering & Geotechnical	\$ 0	\$ 50,050	\$ 0	\$ 50,050
CA #8 – Site Surveying	\$ 0	\$ 2,750	\$ 0	\$ 2,750
CA #9 – Supplemental Geo-environmental Engineering	\$ 0	\$ 42,900	\$ 0	\$ 42,900
CA #10–Supplemental Geo-environmental Engineering	\$ 0	\$ 19,800	\$ 0	\$ 19,800
CA #11–Supplemental Geo-environmental Engineering	\$ 0	\$ 13,200	\$ 0	\$ 13,200
CA #12–Supplemental Survey Building Height Certification	\$ 0	\$ 1,320	\$ 0	\$ 1,320
CA #13 – Solar Study	\$ 0	\$ 2,090	\$ 0	\$ 2,090
CA #14–Supplemental Geo-Environmental Engineering	\$ 0	\$ 19,800	\$ 0	\$ 19,800
CA #15–Supplemental Geo-Environmental Engineering	\$ 0	\$ 48,400	\$ 0	\$ 48,400
CA #16–Geothermal System Engineering & Construction Administration	\$ 0	\$ 79,244	\$ 0	\$ 79,244
CA #17–Vibration Monitoring Services	\$ 0	\$ 107,712	\$ 0	\$ 107,712
CA #18–Additional Survey	\$ 0	\$ 1,523.78	\$ 0	\$ 1,523.78
CA #19-Additional Geo-Environmental Construction Monitoring & Testing	\$ 0	\$ 26,070.00	\$ 0	\$ 26,070.00
CA #20-Additional Geo-Environmental Construction Monitoring & Testing	\$ 0	\$ 74,800.00	\$ 0	\$ 74,800.00
CA #21-Rain Garden Redesign and Geothermal Alternate	\$ 0	\$ 10,780.00	\$ 0	\$ 10,780.00
CA #22-Change to Terrazzo	\$ 0	\$ 0	\$ 12,500.00	\$ 12,500.00
<b>Total Fee</b>	<b>\$1,179,260</b>	<b>\$8,363,787.78</b>	<b>\$ 12,500.00</b>	<b>\$9,555,547.78</b>

This Amendment is for design and construction services for the change from VCT to terrazzo in several areas of the first floor of the school as requested by the Town of Brookline.

3. The Construction Budget shall be as follows:

Original Budget:	\$ 92,909,563 _____
Amended Budget	\$ 99,563,170 _____

4. The Project Schedule shall be as follows:

Original Schedule:	<u>Phase 1 Substantial Completion – 11/4/2022</u>
	<u>Phase 2 Substantial Completion – 8/31/2024</u>
Amended Schedule	<u>Phase 1 Substantial Completion – 5/31/2023</u>
	<u>Phase 2 Substantial Completion – 8/31/2024</u>

Phase 1 – New Building, Roadways and Sidewalk Work  
Phase 2 – Abatement & Demolition of Existing Building, Geothermal Wells & Site Improvements

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

IN WITNESS WHEREOF, the Owner, with the prior approval of the Authority, and the Designer have caused this Amendment to be executed by their respective authorized officers.

**OWNER:**

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

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

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

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

**DESIGNER:**

Jonathan Levi  
\_\_\_\_\_  
(print name)

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

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

Date: December 13, 2022

1 November 2022

Mr. Jim Rogers  
Principal  
LEFTFIELD Project Management  
225 Franklin Street, 26th Floor  
Boston, MA 02110

Re: *Fee Proposal, Terrazzo Redesign, Documentation and CA  
Driscoll School, Brookline MA*

Dear Jim,  
Moving forward with the change to Terrazzo, JLA requests that the additional architectural work be approved as additional services.

As described in Article 8.2, and 8.2.2 of the Contract for Designer Services, the services associated with this proposal are to be invoiced on a lump sum basis as Extra Services.

**Fee:**

Costs for additional meetings, redesign, putting the package together with a new set of drawings and specs, CA for approving the mix design samples with PSB, and CA for technical and design conformance submittals, shop drawings, and field inspection:  
\$12,500

Please do not hesitate to contact me if there is anything represented here which does not conform to your expectations.

Sincerely,



Philip Gray  
Senior Principal  
Jonathan Levi Architects