CONTRACT FOR PROJECT MANAGEMENT SERVICES

AMENDMENT NO. 2

WHEREAS, the <u>Town of Brookline</u> ("Owner") and LEFTFIELD, LLC, (the "Owner's Project Manager") (collectively, the "Parties") entered into a Contract for OPM Services for the <u>Driscoll</u> <u>Elementary School</u> on <u>March 25, 2019</u>, "Contract"; and

WHEREAS, the scope of this work is summarized in the attached invoices for printing and delivery of the Application to the Inspector General for use of CM at Risk Construction Delivery Services and for advertising the Legal Notice for the CM at Risk Request for Qualifications; and

WHEREAS, Contract amendment No. 1 was approved by the Town of Brookline on January 3, 2020; and

WHEREAS, effective as of <u>April 8, 2020</u>, 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 the Owner's Project Manager to print the Application to the Inspector General for use of CM at Risk Construction Delivery Method and to advertise the Legal Notice for the CM at Risk procurement process for the amount of <u>\$588.59</u>, pursuant to the terms and conditions set forth in the Contract, as amended.
- 2. For the performance of services required under the Contract, as amended, the Owner's Project Manager shall be compensated by the Owner in accordance with the Fee for Basic Services shown below:

Fee for Basic Services	Original Contract	Previous Amendments	Amount ofThisAfter ThisAmendmentAmendment	
Schematic Design Phase:	\$34,015	\$0	\$ 0 \$ 34,01	
Design Development Phase:	\$ 0	\$ 347,375	\$ 0	\$ 347,375
Construction Documents Phase:	\$ 0	\$ 310,000	\$ 0	\$ 310,000
Bidding Phase:	\$ 0	\$ 110,000	\$ 0	\$ 110,000
Construction Phase:	\$ 0	\$ 2,280,000	\$ 0	\$ 2,280,000
Completion Phase:	\$ 0	\$ 135,000	\$ 0	\$ 135,000
Advertising & Printing	\$ 0	\$ 0	\$ 588.59	\$ 588.59
Total Fee	\$34,015	\$ 3,182,375	\$ 588.89 \$3,216,978.89	

This Amendment is for printing and advertising associated with the CM at Risk procurement process.

3. The Construction Budget shall be as follows:

Original Budget:	<u>\$ 92,909 563</u>
Amended Budget	\$92,791,890

4. The Project Schedule shall be as follows:

Original Schedule: (Building; Site)	January 2024; August 2024
Amended Schedule:	

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

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

OWNER: TOWN OF BROOKLINE

OWNER'S PROJECT MANAGER: LEFTFIELD, LLC

(print name)

(print title)

(signature)

By: _____

Date:

James F. Rogers, Jr.
(Finit name)
Principal
(print title)
By: Amth
(signature)
Date: April 8, 2020



Invoice

No: 78375

Date: 01/13/20

SHIP TO:

Leftfield, LLC 225 Franklin Street, 26th Floor Boston MA 02110

Courier Service 1/10/2020 4 pm

Acct.No	Ordered by	Phone	P.O. No	Prepared by	Sales Rep	Ship By
8067	Sally Rogers	774-263-4746		Stasia Moskovis	House	Courier Service
Quantity	Description					Price
1	(1) "Driscoll School O 8.5 x 11 Color Copies 17 & Folded to 8.5 x 1 ⁻ 3" Clear View Binder	on 32# Hammermill	(pgs. 1 -202) - (pgs.	. 203 - 232 11 x		225.15
1	(1) Driscol School Tra	insmittal; 1 Sheet, 8	3.5 x 11, Color Sing	le-Sided, 28#		1.00
	White - LOOSE					
	From the BBP team, w putting your trust in us.				Subtotal	226.15
					Shipping /Delive	ry 15.00
	We accept all major cr	eait caras, checks an	a ACH payments.		Postage Tax No Tax	0.00 14.13
					TOTAL Paid	255.28 0.00
					BALANCE	255.28
					Terms	Net 30 Days
	Boston B	usiness Printing, Inc. · 115 Bro	ad Street Lower Level · Bosto	on MA 02110 · (617) 482-	7955	(print# 1)
				Sul	ototal:	\$241.15

Sally Rogers Leftfield, LLC 225 Franklin Street, 26th Floor Boston MA 02110

Total:

10% LeftField Fee \$ 24.12

\$265.27

Lynn Stapleton

From:	Dillon, Deb <ddillon@wickedlocal.com></ddillon@wickedlocal.com>
Sent:	Monday, January 20, 2020 10:49 AM
То:	Jennifer Carlson
Cc:	Lynn Stapleton
Subject:	PAYMENT RECEIPT: Legal Ad For 1/23/20 Tab Edition

Name	Value
Transaction ID	151420200120094754647318
Creation Time	01/20/20 09:47:54
Source	Manual Payments
Туре	Sale
Status	Pending
Result	Success
Total Amount	293.93
Tax	0.00
Auth Code	00012C
Account Holder	
Account Type	Master Card
Token	059058725
Last Four	0980
Expiration	04/21
Email	
Phone	
Notes 1	CN13865386
Notes 2	
Notes 3	

On Fri, Jan 17, 2020 at 3:03 PM Dillon, Deb <<u>ddillon@wickedlocal.com</u>> wrote: Hi Jennifer

Please advise of any corrections, and contact me at 781-433-7998 with prepayment, by noon, Mon 1/20

Thanks! Deb

On Fri, Jan 17, 2020 at 12:48 PM Jennifer Carlson <<u>jcarlson@leftfieldpm.com</u>> wrote: Good Afternoon,